



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, June 28, 2016 at 7:00 PM**  
**City Council Chambers, Room 202**

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1. **APPROVAL OF RECORDS OF THE PREVIOUS MEETING**
2. **ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
3. **COMMUNICATIONS FROM THE MAYOR:**
  - 3.1 Communication from Mayor Fiorentini submitting Resolution for Harbor Place Phase 2
    - 3.1.1 **Resolution** – Authorize Mayor to negotiate, approve and execute a real estate tax increment exemption agreement between City & Merrimack st Acquisition LLC with respect to development of a housing development project at 56-70 Merrimack st
  - 3.2 Communication from Mayor Fiorentini submitting MOA between *Water/Wastewater Office & Technical Group* and related Salary Ordinance and Salary Ordinances for *Administrative & Professional Positions* and *City Non-Union Positions*
    - 3.2.1 Ordinance re: Salaries – Water/Wastewater Office & Technical Group **File 10 days**
    - 3.2.2 Ordinance re: Salaries – Administrative & Professional Positions **File 10 days**
    - 3.2.3 Ordinance re: Salaries – All Departments – Non Union **File 10 days**
  - 3.3 Communication from Mayor Fiorentini submitting following 2 Agreements:
    1. *Net Metering Credit Purchase Agreement* between Solect Energy Development LLC & City  
City to purchase Net Metering Credits for .0775 cents per KWH for project City Hall Roof at Summer st
    2. *Net Metering Credit Purchase Agreement* between Solect Energy Development LLC & City  
City to purchase Net Metering Credits for .10 cents per KWH for project new Police Fleet Maintenance Garage Roof on Downing av
4. **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**
5. **UTILITY HEARING(S) AND RELATED ORDER(S)**
6. **APPOINTMENTS**
  - Confirming Appointments**
  - Non-confirming Appointments**
  - Resignations**
7. **PETITIONS**
8. **APPLICATIONS/HANDICAP PARKING SIGNS**
  - 8.1 John Connor – new - at 31 4<sup>th</sup> Avenue
  - 8.2 Phil Rice for *Buttonwoods Adult Day Health Ctr* – new – 2 spaces at 71-73 High st **Attachments**
9. **ONE DAY LIQUOR LICENSES**
  - NO SCHEDULE**
10. **APPLICATIONS FOR PERMIT**
  - 10.1 Tyler Kimball for *Firefighters Combat Challenge*, July 14, 15, 16 at Bailey Blvd, 8 am-8 pm
  - 10.2 *Greater Haverhill Arts Association* for *Arts Festival* at Bradford Common, South Main st, on September 10th; also requests fees be waived      Applicants have police approval **Attachments**



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10.3 *Creative Haverhill* for "Movies by the River", Summer movie series; Thursdays, July 7-August 25<sup>th</sup> at Municipal parking lot on Merrimack st between Rent-A-Center and Haverhill Bank – Indoor if raining at *Haverhill Citizens Ctr*; to start at 8 pm has Police approval Attachment

## 11. TAG DAYS

11.1 *Haverhill Suburban Pony League Baseball* July 8<sup>th</sup> Attachment

## 12. ANNUAL LICENSE RENEWALS:

Roller Skating Rink

Sunday Skating

Pool Tables

Sunday Pool

Bowling

Sunday Bowling

Buy & Sell Second Hand Clothing

Buy & Sell Second Hand Articles

Junk Dealer

Buy & Sell Old Gold

Pawnbroker

Limousines:

Raif Wakim, *Bon Voyage Limo*, 695 South Main st, 1 Limousine

**Taxis:**

Wisvel Joseph - *Haverhill Taxi*, 195 Washington st, 6 Taxis

Brian J House – *A Family Cab*, 21 White st, 12 Taxis

**Taxi Driver Licenses:**

Wisvel Joseph – renewal

New: Wisvel Joseph Shawn Noel

Windy Muniz James Isaac

John Rivera Marlon Calderon

**Chair Cars:**

Phil Rice, *Central Wheelchair & Van Transportation*, 142 Essex st 2<sup>nd</sup> fl, 14 Cars

Attachments

Auctioneer

Theater

Exterior Vending Machine

Coin-Ops (Renewals)

Sunday License

Fortune Teller

## 13. HAWKER/PEDDLER

## 14. DRAINLAYER 2016 LICENSE

## 15. HEARINGS & RELATED ORDERS



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, June 28, 2016 at 7:00 PM**  
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## **16. NEW BUSINESS/ORDERS**

### **FISCAL YEAR 2017 BUDGET ORDERS:**

- 16.1 Order – \$1,250,000 be raised & appropriated into Stabilization account
- 16.2 Order - \$393,175 be raised & appropriated from Parking Fund for purposed outlined in related document in column labeled “FY17 Mayor Allowed”
- 16.3 Order - \$7,970,531 be appropriated to operate Water Dept for items marked as appropriation on related document and \$7,417,158 come from Water revenue, \$801,894 to come from Water retained earnings and that \$248,521 be appropriated in the General Fund and funded from Water receipts
- 16.4 Order - \$9,580,545 be appropriated to operate Wastewater Dept for items marked as appropriation on related sheet and \$9,197,978 come from Wastewater revenue, \$947,739 to come from Wastewater retained earnings and that \$565,172 be appropriated in the General Fund and funded from Wastewater receipts
- 16.5 Order - \$171,474,086 be and is hereby raised & appropriated as follows:
- |                      |                                    |
|----------------------|------------------------------------|
| \$248,521            | Water Receipts                     |
| \$565,172            | Wastewater Receipts                |
| \$2,629,089          | Free Cash                          |
| <b>\$171,474,086</b> | <b>Taxation and Other Receipts</b> |
- [Attachments](#)

### **16A. Order – Transfer following amounts from accounts as follows:**

Wastewater Retained Earnings	\$99,500
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*Into the accounts listed below:*

Wastewater Electricity	\$30,000
Wastewater Heat & Hot Water	\$8,500
Wastewater Normal Maintenance	\$19,000
Wastewater Sludge Disposal	\$42,000

### **16B. Order – Transfer the following amounts from the accounts as listed:**

Storm-water Salaries	\$15,000
Wastewater Capital Outlay	\$80,000

*Into the accounts as listed below:*

Wastewater Sludge Disposal	\$95,000
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### **16C. Order – Transfer \$60,000 from FY2016 Police Salary to Police Expense-Vehicle Replacement**

[Attachments](#)



# CITY OF HAVERHILL CITY COUNCIL AGENDA

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16D. Order – Transfer \$78,500 from Capital Budget to Capital projects as listed:

Tilton School Repairs	\$50,000
City-Wide Building Repairs	\$28,500

16E. Order – Proposed Water & Wastewater User Rates effective July 1 2016  
*related communication from Robert Ward; Deputy DPW Director*

## **17A. REVOLVING FUNDS AUTHORIZATION**

1. Municipal Open Space Management Revolving Fund
2. Wood School Daycare Revolving Fund
3. Council on Aging Activities Account Revolving Fund
4. Citizen Center Rental Account Revolving Fund
5. Veterans' Memorial Skating Rink Revolving Fund
6. Recreation and Parks Revolving Fund

## **17. ORDINANCES (FILE 10 DAYS)**

### **LOAN ORDERS – Part of our long term capital improvement plan**

- 17.1 City appropriates \$350,000 to pay costs of making various repairs to Police station **File 10 days**
- 17.2 City appropriates \$420,000 to pay costs of purchasing/equipping a fire truck **File 10 days**
- 17.3 City appropriates \$195,000 to pay costs of purchasing/equipping an aerial bucket truck for the use of Department of Public Works **File 10 days**
- 17.4 City appropriates \$150,000 to pay costs of making various repairs to or as an alternative to replace the dog pound **File 10 days**  
**Attachments**

## **18. UNFINISHED BUSINESS OF PRECEDING MEETINGS**

- 18.1 Document 19-J; Councillor McGonagle submits the recommendations of the Traffic & Safety Committee meeting held on June 1 2016
- 18.2 Document 61-Q; Communication from Councillor Bevilacqua requesting a discussion regarding speeding and sidewalk needs on Boston rd
- 18.3 Document 61-R; Communication from Councillor Bevilacqua requesting to introduce Ron MacLeod to discuss traffic safety issues and concerns on City streets
- 18.4 Document 61-S; Communication from Councillor Bevilacqua requesting to introduce Ron MacLeod to discuss public participation at Council meetings  
*All items postponed from June 21<sup>st</sup> meeting* **Attachments**





# **CITY OF HAVERHILL CITY COUNCIL AGENDA**

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**19 MONTHLY REPORTS**

NO SCHEDULE

**20 COMMUNICATIONS FROM COUNCILLORS**

**20.1** Communication from Councillor Barrett requesting a discussion regarding the solar project at Haverhill High School

**20.2** Communication from Councillor McGonagle requesting removal of 2 handicap parking space at Swasey st as they are no longer needed Attachments

**21 RESOLUTIONS AND PROCLAMATIONS**

NO SCHEDULE

**22 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**

**23 DOCUMENTS REFERRED TO COMMITTEE STUDY**

**24 ADJOURN**



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

3.1  
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June 24, 2016

City Council President John A. Michitson and  
Members of the Haverhill City Council

RE: Harbor Place Phase 2

Dear Mr. President and Members of the Haverhill City Council:

It is with great excitement I bring forth to the city council the attached resolution which effectively marks the beginning of the next phase of the transformative redevelopment of downtown Merrimack Street.

At your last meeting the Utile downtown development study was presented, and various parcels were shown as several important next steps. Tonight the first of hopefully many projects envisioned by the plan begin to move forward.

This resolution is for Harbor Place Phase 2 which will consist of additional public plaza and boardwalk connections and replace 2 remaining buildings on their site at 56-70 Merrimack Street with a new mixed use commercial, and 35 market rate residential unit building continuing Harbor Place down to city landing 12 on Merrimack Street.

The project will add additional public plaza area and connect to the new downtown boardwalk.

The resolution, identical to the one approved by the council for Phase 1, is required to enable the Harbor Place team to undertake the application process through the states HDIP program for market rate units. Approval of the attached resolution is required to allow the process to begin.

Therefore I request approval of the resolution as presented.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/ah



3.1.1

DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

ORDERED: RESOLUTION OF THE CITY COUNCIL OF HAVERHILL, MASSACHUSETTS AUTHORIZING THE MAYOR TO NEGOTIATE, APPROVE AND EXECUTE A REAL ESTATE TAX INCREMENT EXEMPTION AGREEMENT BETWEEN THE CITY OF HAVERHILL AND MERRIMACK STREET ACQUISITION LLC WITH RESPECT TO THE DEVELOPMENT OF A HOUSING DEVELOPMENT PROJECT AT 56-70 MERRIMACK STREET

WHEREAS: The commonwealth of Massachusetts has established a Housing Development Incentive Program designed to increase residential growth, expand diversity of housing stock, support economic development and promote neighborhood stabilization in designated Housing Development ("HD") Zones within Gateway municipalities by providing tax incentives to undertake substantial rehabilitation of properties for lease or sale as multi-unit market-rate housing.

WHEREAS: The City of Haverhill strongly supports increased residential growth, expanding the diversity of housing stock, supporting economic development and promoting neighborhood stabilization through the provision of tax incentives to enable the substantial rehabilitation of properties for lease or sale as multi-unit market-rate housing.

WHEREAS: Merrimack Street Acquisition LLC proposes to develop a Certified Housing Development Project to be located at 56-70 Merrimack Street, Haverhill, Massachusetts, and such development will further the City's housing development plans.

WHEREAS: On April 16, 2013, the City Council designated the Downtown Waterfront Market Rate Incentive Zone.

WHEREAS: The Downtown Waterfront Market Rate Incentive Zone was approved by the Department of Housing and Community Development on June 20, 2013 as an area for HD projects.

WHEREAS: Merrimack Street Acquisition LLC proposes to create up to 35 units of market-rate housing which will promote neighborhood stabilization.

**WHEREAS:** The Tax Increment Exemption Agreement between the City of Haverhill and Merrimack Street Acquisition LLC within the Downtown Waterfront Market Rate Incentive Zone supports the goals of the City.

**NOW THERE BE IT RESOLVED,** that the City Council authorizes the Mayor to negotiate, approve and execute a Tax Increment Exemption Agreement between the City of Haverhill and Merrimack Street Acquisition LLC and that the Mayor is authorized to forward said agreement and any other necessary documents to the Department of Housing and Community Development for its approval and endorsement.



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

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June 24, 2016

City Council President John A. Michitson and  
Members of the Haverhill City Council

RE: Salary Ordinance & MOA

Dear Mr. President and Members of the Haverhill City Council:

Enclosed is a Salary Ordinance and MOA between the Water/Wastewater Office and Technical Group as a result of their recent negotiations.

The Ordinance is enclosed and I recommend approval.

Very truly yours,

  
James J. Fiorentini  
Mayor

JJF/ah

Memorandum of Agreement  
Between  
THE CITY OF HAVERHILL and THE WATER/WASTEWATER OFFICE  
& TECHNICAL GROUP – Teamsters Local #170

**Three year contract:**

July 1, 2014 to June 30, 2015  
July 1, 2015 to June 30, 2016  
July 1, 2016 to June 30, 2017

**Wages**

**General wage increase as follows:**

1.5% salary increase effective 7-1-2014  
1.5% salary increase effective 7-1-2015  
1.75% salary increase effective 7-1-2016

**New pay scale schedule**

**Added/dropped steps for the following job titles:**

Notwithstanding the above general wage increases, the salaries for the positions of Water Maintenance Supervisor, Water Treatment Plant Supervisor, Wastewater Facility Manager, and Collection System Supervisor shall be as per below and the attached wage ordinance for the periods covered.

	Effective 7-1-2014	Effective 7-1-2015	Effective 7-1-2016	At City's discretion
Water Maintenance Supervisor	Step 4	Step 4	Step 5	Step 6
Treatment Plant Supervisor	Step 4	Step 5	Step 6	Step 7
Wastewater Facility Manager	Step 4	Step 4	Step 5	Step 6
Collection System Supervisor	Step 4	Step 5	Step 6	Step 7

**No retro pay**

**Add new paragraph to Article VII: WAGES AND LONGEVITY Section 1:**

"No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the City of Haverhill to become an active M.G.L. c. 32 retiree."

**Medical Benefits language**

**Delete all language in Article XIV MEDICAL BENEFITS: Section 1 and insert the following:**

**Health Insurance**

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before January 1, 2010 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after January 1, 2010 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,500 (\$2,550 per plan year beginning 7/1/15). The maximum annual allowable amount to be deducted on a pre-tax basis for the Medical Dependent Care Account will be \$5,000.

**Health Reimbursement Account**

The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC agreement.

**Opt-Out Plan - A one-time opt out option**

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

**Wastewater Compliance Coordinator**

Add title Wastewater Compliance Coordinator with the same pay scale as the Chemist.

**Wastewater Facility Manager**

Effective June 6, 2016 the City will pay the current Wastewater Facility Manager \$200 per week to defer his retirement date for a period of 4 to 6 months. This provision expires December 2, 2016.

Date: \_\_\_\_\_

6/9/16

James J. Fiorentini, Mayor

William D. Cox, Jr., City Solicitor

Ed Adley, Teamsters Business Agent

Paul Hessel, Shop Steward (W/WW Officers & Tech Group)



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

3.2.11

File 10 days

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER/WASTEWATER  
OFFICE & TECHNICAL GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 11-H of 2014 is hereby amended by the following:

Amend ARTICLE VIII: WAGES and CLASSIFICATIONS to read as follows:

EFFECTIVE 7/1/2014 1.5% (For current employees as of 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water Maintenance Supervisor	\$1,350.91	\$1,410.97	\$1,465.96	\$1,507.52	\$1,558.78	\$1,609.44	
Treatment Plant Supervisor	\$1,350.91	\$1,410.97	\$1,465.96	\$1,507.52	\$1,558.78	\$1,609.44	\$1,660.14
Computer Specialist	\$1,308.53	\$1,316.83	\$1,394.75				
Chemist	\$1,212.05	\$1,257.92	\$1,299.50				
Wastewater Compliance Coordinator	\$1,212.05	\$1,257.92	\$1,299.50				
Water Service Inspector	\$980.34	\$1,070.60	\$1,110.94				
Billing/Collector Manager	\$980.34	\$1,070.60	\$1,110.94				
Wastewater Facility Manager	\$1,350.91	\$1,410.97	\$1,465.96	\$1,507.52	\$1,558.78	\$1,609.44	
Collection System Supervisor	\$1,350.91	\$1,410.97	\$1,465.96	\$1,507.52	\$1,558.78	\$1,609.44	\$1,660.14
Wastewater Chemist	\$921.24	\$1,020.63	\$1,170.71	\$1,212.05	\$1,257.92	\$1,299.50	
Wastewater Head Mechanic	\$1,020.78	\$1,094.03	\$1,118.98	\$1,165.06	\$1,210.89	\$1,252.47	
Executive Assistant to the Supt./Eng.	\$799.43	\$821.41	\$877.37	\$903.69	\$930.80	\$958.73	
Chief Financial/Adminstrative Assistant	\$799.43	\$821.41	\$839.59	\$865.14	\$890.54	\$916.69	

EFFECTIVE 7/1/2014 1.5% (For new hires after 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Water Maintenance Supervisor	\$1,369.87	\$1,423.24	\$1,463.62			
Treatment Plant Supervisor	\$1,369.87	\$1,423.24	\$1,463.62			
Computer Specialist	\$1,270.42	\$1,278.48	\$1,354.12			
Chemist	\$1,176.74	\$1,221.29	\$1,261.64			
Wastewater Compliance Coordinator	\$1,176.74	\$1,221.29	\$1,261.64			
Water Service Inspector	\$951.79	\$1,039.41	\$1,078.59			
Billing/Collector Manager	\$951.79	\$1,039.41	\$1,078.59			
Wastewater Facility Manager	\$1,198.53	\$1,255.07	\$1,311.56	\$1,369.87	\$1,423.25	\$1,463.62
Collection System Supervisor	\$1,198.53	\$1,255.07	\$1,311.56	\$1,369.87	\$1,423.25	\$1,463.62
Wastewater Chemist	\$894.41	\$990.91	\$1,136.61	\$1,176.74	\$1,221.29	\$1,261.64
Wastewater Head Mechanic	\$991.04	\$1,062.17	\$1,086.39	\$1,131.12	\$1,175.61	\$1,215.99
Executive Assistant to the Supt./Eng.	\$776.14	\$797.49	\$851.81	\$877.37	\$903.69	\$930.81
Chief Financial/Adminstrative Assistant	\$776.14	\$797.49	\$815.13	\$839.94	\$864.61	\$889.99
Business Manager	\$1,048.70	\$1,098.17	\$1,147.62	\$1,198.64	\$1,245.34	\$1,280.65



EFFECTIVE 7/1/2015 1.5% (For current employees as of 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water Maintenance Supervisor	\$1,371.18	\$1,432.13	\$1,487.95	\$1,530.14	\$1,582.16	\$1,633.58	
Treatment Plant Supervisor	\$1,371.18	\$1,432.13	\$1,487.95	\$1,530.14	\$1,582.16	\$1,633.58	\$1,685.04
Computer Specialist	\$1,328.16	\$1,336.59	\$1,415.67				
Chemist	\$1,230.23	\$1,276.79	\$1,318.99				
Wastewater Compliance Coordinator	\$1,230.23	\$1,276.79	\$1,318.99				
Water Service Inspector	\$995.05	\$1,086.66	\$1,127.60				
Billing/Collector Manager	\$995.05	\$1,086.66	\$1,127.60				
Wastewater Facility Manager	\$1,371.18	\$1,432.13	\$1,487.95	\$1,530.14	\$1,582.16	\$1,633.58	
Collection System Supervisor	\$1,371.18	\$1,432.13	\$1,487.95	\$1,530.14	\$1,582.16	\$1,633.58	\$1,685.04
Wastewater Chemist	\$935.06	\$1,035.94	\$1,188.27	\$1,230.23	\$1,276.79	\$1,318.99	
Wastewater Head Mechanic	\$1,036.09	\$1,110.44	\$1,135.77	\$1,182.54	\$1,229.05	\$1,271.26	
Executive Assistant to the Supt./Eng.	\$811.42	\$833.73	\$890.53	\$917.24	\$944.76	\$973.11	
Chief Financial/Administrative Assistant	\$811.42	\$833.73	\$852.18	\$878.12	\$903.90	\$930.44	

EFFECTIVE 7/1/2015 1.5% (For new hires after 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Water Maintenance Supervisor	\$1,390.42	\$1,444.59	\$1,485.57				
Treatment Plant Supervisor	\$1,390.42	\$1,444.59	\$1,485.57				
Computer Specialist	\$1,289.47	\$1,297.65	\$1,374.43				
Chemist	\$1,194.39	\$1,239.61	\$1,280.57				
Wastewater Compliance Coordinator	\$1,194.39	\$1,239.61	\$1,280.57				
Water Service Inspector	\$966.06	\$1,055.01	\$1,094.76				
Billing/Collector Manager	\$966.06	\$1,055.01	\$1,094.76				
Wastewater Facility Manager	\$1,216.50	\$1,273.89	\$1,331.24	\$1,390.42	\$1,444.60	\$1,485.57	
Collection System Supervisor	\$1,216.50	\$1,273.89	\$1,331.24	\$1,390.42	\$1,444.60	\$1,485.57	
Wastewater Chemist	\$907.83	\$1,005.77	\$1,153.66	\$1,194.39	\$1,239.61	\$1,280.57	
Wastewater Head Mechanic	\$1,005.91	\$1,078.10	\$1,102.68	\$1,148.09	\$1,193.25	\$1,234.23	
Executive Assistant to the Supt./Eng.	\$787.79	\$809.45	\$864.59	\$890.53	\$917.24	\$944.77	
Chief Financial/Administrative Assistant	\$787.79	\$809.45	\$827.35	\$852.54	\$877.58	\$903.34	
Business Manager	\$1,064.43	\$1,114.64	\$1,164.84	\$1,216.62	\$1,264.02	\$1,299.86	

EFFECTIVE 7/1/2016 1.75% (For current employees as of 7/1/10)

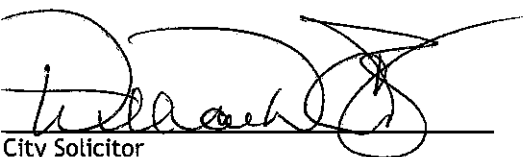
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water Maintenance Supervisor	\$1,395.17	\$1,457.19	\$1,513.99	\$1,556.91	\$1,609.85	\$1,662.17	
Treatment Plant Supervisor	\$1,395.17	\$1,457.19	\$1,513.99	\$1,556.91	\$1,609.85	\$1,662.17	\$1,714.53
Computer Specialist	\$1,351.40	\$1,359.98	\$1,440.44				
Chemist	\$1,251.76	\$1,299.13	\$1,342.07				
Wastewater Compliance Coordinator	\$1,251.76	\$1,299.13	\$1,342.07				
Water Service Inspector	\$1,012.46	\$1,105.67	\$1,147.34				

Billing/Collector Manager	\$1,012.46	\$1,105.67	\$1,147.34				
Wastewater Facility Manager	\$1,395.17	\$1,457.19	\$1,513.99	\$1,556.91	\$1,609.85	\$1,662.17	
Collection System Supervisor	\$1,395.17	\$1,457.19	\$1,513.99	\$1,556.91	\$1,609.85	\$1,662.17	\$1,714.53
Wastewater Chemist	\$951.42	\$1,054.07	\$1,209.07	\$1,251.76	\$1,299.13	\$1,342.07	
Wastewater Head Mechanic	\$1,054.22	\$1,129.87	\$1,155.64	\$1,203.23	\$1,250.56	\$1,293.51	
Executive Assistant to the Supt./Eng.	\$825.62	\$848.32	\$906.11	\$933.29	\$961.30	\$990.14	
Chief Financial/Administrative Assistant	\$825.62	\$848.32	\$867.09	\$893.49	\$919.72	\$946.73	

EFFECTIVE 7/1/2016 1.75% (For new hires after 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Water Maintenance Supervisor	\$1,414.75	\$1,469.87	\$1,511.57			
Treatment Plant Supervisor	\$1,414.75	\$1,469.87	\$1,511.57			
Computer Specialist	\$1,312.04	\$1,320.36	\$1,398.49			
Chemist	\$1,215.30	\$1,261.30	\$1,302.98			
Wastewater Compliance Coordinator	\$1,215.30	\$1,261.30	\$1,302.98			
Water Service Inspector	\$982.97	\$1,073.47	\$1,113.92			
Billing/Collector Manager	\$982.97	\$1,073.47	\$1,113.92			
Wastewater Facility Manager	\$1,237.79	\$1,296.18	\$1,354.53	\$1,414.75	\$1,469.88	\$1,511.57
Collection System Supervisor	\$1,237.79	\$1,296.18	\$1,354.53	\$1,414.75	\$1,469.88	\$1,511.57
Wastewater Chemist	\$923.71	\$1,023.37	\$1,173.85	\$1,215.30	\$1,261.30	\$1,302.98
Wastewater Head Mechanic	\$1,023.51	\$1,096.97	\$1,121.98	\$1,168.18	\$1,214.13	\$1,255.83
Executive Assistant to the Supt./Eng.	\$801.57	\$823.61	\$879.72	\$906.11	\$933.29	\$961.31
Chief Financial/Administrative Assistant	\$801.57	\$823.61	\$841.83	\$867.46	\$892.94	\$919.15
Business Manager	\$1,083.06	\$1,134.15	\$1,185.22	\$1,237.91	\$1,286.14	\$1,322.61

Approved as to legality:

  
City Solicitor



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

3.2.2

File 10 days

**ORDERED:**

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
ADMINISTRATIVE & PROFESSIONAL POSITIONS

BE IT ORDAINED by the City Council of the City of Haverhill that Document 2-B of 2015 is hereby deleted in its entirety and the following be inserted in its place thereof:

**EFFECTIVE 7/1/2016**

**1.75%**

**SEE ATTACHED PAGES**

Approved as to legality:

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City Solicitor

**FY'17 SALARY SCHEDULE FOR ALL DEPARTMENTS (ADMINISTRATIVE/PROFESSIONAL POSITIONS) - EFFECTIVE JULY 1, 2016 1.75%**

DEPARTMENT	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TREASURER/COLLECTOR	TREASURER/COLLECTOR	\$ 96,663				
	ASSISTANT TREASURER/COLLECTOR	\$ 63,010	\$ 65,636	\$ 68,367	\$ 71,104	\$ 73,948
	PARKING STIPEND	\$ 3,000				
HEALTH & INSPECTIONAL SERVICES	DIRECTOR	\$ 50,756				
	BUILDING INSPECTOR	\$ 56,942	\$ 59,315	\$ 61,786	\$ 64,260	\$ 66,829
	PLUMBING AND GASFITTING INSPECTOR	\$ 51,335	\$ 53,475	\$ 55,703	\$ 57,932	\$ 60,249
	WIRE INSPECTOR	\$ 48,499	\$ 50,520	\$ 52,627	\$ 54,663	\$ 56,921
FIRE SAFETY SERVICES	FIRE CHIEF	\$ 125,000				
LAW	CITY SOLICITOR	\$ 58,336	\$ 60,662	\$ 63,085	\$ 65,504	\$ 68,024
LAW ENFORCEMENT	POLICE CHIEF	\$ 190,490				
	DEPUTY POLICE CHIEF	\$ 134,310				
	EMERGENCY MANAGEMENT STIPEND	\$ 8,000				
	PUBLIC SAFETY COMMISSIONER STIPEND	\$ 26,000				
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT DIRECTOR	\$ 98,554	\$ 101,838	\$ 105,945	\$ 109,123	\$ 112,397
	PLANNING DIRECTOR/GRANTS COORDINATOR	\$ 88,016	\$ 90,543	\$ 93,175	\$ 96,899	\$ 100,778
	CDBG STIPEND	\$ 5,166				
	ENVIRONMENTAL HEALTH TECHNICIAN	\$ 56,942	\$ 59,315	\$ 61,786	\$ 64,260	\$ 66,829
PUBLIC WORKS	DPW DIRECTOR	\$ 135,292				
	DEPUTY DPW DIRECTOR	\$ 103,522	\$ 106,627	\$ 109,827	\$ 113,121	\$ 116,515
	ASST. DPW DIRECTOR/CITY ENGINEER	\$ 75,325	\$ 80,038	\$ 84,745	\$ 87,287	\$ 89,906
	ASST. DPW DIRECTOR/HIGHWAY-PARK	\$ 75,325	\$ 80,038	\$ 84,745	\$ 87,288	\$ 89,906
HUMAN SERVICES	HUMAN SERVICES DIRECTOR	\$ 59,104	\$ 61,567	\$ 64,131	\$ 66,698	\$ 69,365
	WOOD SCHOOL STIPEND	\$ 5,000				
	HUMAN SERVICES/COA STIPEND	\$ 2,250				
	VETERANS' MEM. RINK COORDINATOR	\$ 5,500				
VETERANS SERVICES	DIRECTOR/AGENT	\$ 43,543	\$ 45,358	\$ 47,248	\$ 48,666	\$ 50,127
	COA/VETERANS SERVICES STIPEND	\$ 2,250				

**FY'17 SALARY SCHEDULE FOR ALL DEPARTMENTS (ADMINISTRATIVE/PROFESSIONAL POSITIONS) EFFECTIVE JULY 1, 2016 1.75%**

DEPARTMENT	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MAYOR	MAYOR	\$ 90,000				
	CHIEF OF STAFF	\$ 55,605	\$ 57,829	\$ 63,637	\$ 66,184	\$ 68,830
	MANAGER	\$ 68,600	\$ 69,500			
311 CALL CENTER/CONSTITUENT SERVICES						
CITY CLERKS	CITY CLERK	\$ 61,638	\$ 64,205	\$ 66,881	\$ 69,555	\$ 72,339
	ASSISTANT CITY CLERK	\$ 47,410	\$ 49,335	\$ 51,341	\$ 53,345	\$ 55,430
	CLERK OF COUNCIL	\$ 4,000				
	CLERK OF BOARD OF REGISTERS VOTERS	\$ 1,300				
CITY COUNCIL						
CITY COUNCIL	PRESIDENT	\$ 9,500				
	COUNCILLORS (8)	\$ 8,000				
HUMAN RESOURCES	HR DIRECTOR	\$ 73,487	\$ 76,332	\$ 79,295	\$ 82,468	\$ 85,766
	HR TECHNICIAN	\$ 47,410	\$ 49,335	\$ 51,341	\$ 53,345	\$ 55,430
	HR STIPEND	\$ 3,500				
PUBLIC LIBRARY	LIBRARY DIRECTOR	\$ 74,866	\$ 77,850	\$ 80,834	\$ 83,818	\$ 86,802
	ASSISANT DIRECTOR	\$ 51,761	\$ 53,413	\$ 55,065	\$ 56,717	\$ 58,369
	SYSTEMS ADMINISTRATOR	\$ 51,761	\$ 53,413	\$ 55,065	\$ 56,717	\$ 58,369
	LIBRARIAN I	\$ 44,509	\$ 46,346	\$ 48,275	\$ 50,206	\$ 52,213
AUDITORS	CHIEF FINANCIAL OFFICER	\$ 135,000				
	DEPUTY FINANCE DIRECTOR	\$ 63,010	\$ 65,636	\$ 68,367	\$ 71,104	\$ 73,948
	AUDITOR	\$ 88,697	\$ 91,653	\$ 95,348	\$ 99,161	\$ 103,129
RETIREMENT						
RETIREMENT	AUDITOR	\$ 3,000				
	TREASURER/COLLECTOR	\$ 1,200				
INFORMATION TECHNOLOGY	MANAGER	\$ 78,170	\$ 81,277	\$ 84,529	\$ 87,910	\$ 91,427
	NETWORK MANAGER	\$ 78,919	\$ 81,300	\$ 83,738	\$ 86,251	\$ 88,838
	SYSTEM ANALYST	\$ 66,593	\$ 68,591	\$ 70,649	\$ 72,768	\$ 74,951
ASSESSORS	ASSESSOR	\$ 65,636	\$ 68,367	\$ 71,104	\$ 73,948	\$ 76,906
	CHAIRPERSON	\$ 4,000				
PURCHASING						
PURCHASING	PURCHASING AGENT/ENERGY MANAGER	\$ 89,101				



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
PHONE 978-374-2300  
FAX 978-373-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

June 24, 2016

City Council President John A. Michitson and  
Members of the Haverhill City Council

RE: Salary Ordinance & MOA

Dear Mr. President and Members of the Haverhill City Council:

Enclosed is a Salary Ordinance for the City of Haverhill Administrative and Professional Positions and an ordinance for the City of Haverhill Non-Union positions. The Ordinance is enclosed and I recommend approval.

Very truly yours,

*James J. Fiorentini (LH)*

**James J. Fiorentini**  
Mayor

JJF/ah



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

3.2.3

File  
10 days

**ORDERED:**

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
ALL DEPARTMENTS - NON UNION

BE IT ORDAINED by the City Council of the City of Haverhill that Document 2-C of 2015 is hereby deleted in its entirety and the following be inserted in its place thereof:

**EFFECTIVE 7/1/2016**

**1.75%**

**SEE ATTACHED PAGES**

Approved as to legality:

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City Solicitor

**FY'17 SALARY SCHEDULE FOR ALL DEPARTMENTS (NON-UNION POSITIONS) - EFFECTIVE JULY 1, 2016 1.75%**

DEPARTMENT/DIVISION	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
V.M. SKATING RINK	SUPERINTENDENT	\$ 864.08	\$ 915.92	\$ 970.87		
	LABORER	\$ 507.46	\$ 535.73	\$ 562.49		
	LABORER (PT)	\$ 14.50	\$ 15.31	\$ 16.07		
PARK COMMISSION	TENNIS COURT ATTENDANT	\$ 10.00				
	TENNIS INSTRUCTOR	\$ 10.00				
	TENNIS DIRECTOR	\$ 15.00				
	ASST. BOATING DIRECTOR	\$ 16.00				
	SR. BOATING INSTRUCTOR	\$ 15.00				
	BOATING INSTRUCTOR*	\$ 10.00				
	DOCKMASTER	\$ 15.00				
	COMFORT STATION ATTENDANT	\$ 10.00				
	SKILLED LABORER	\$ 639.62	\$ 671.44	\$ 704.99	\$ 738.13	\$ 772.83
	SKILLED LABORER (TEMP)	\$ 10.00	\$ 12.00	\$ 14.00		
LIBRARY	LIBRARY PAGE	\$ -				
POLICE	ASST. NETWORK SPECIALIST/CRIME ANALYST	\$ 53,375.21	\$ 54,976.77	\$ 56,626.72	\$ 58,325.05	\$ 60,074.18
	DATA COLLECTION ASSISTANT	\$ 14.25				
	RESERVE POLICE OFFICER	\$ -				
	DETENTION ATTENDANT	\$ 10.00				
	PARKING CONTROL OFFICER	\$ 15.72				
	DISPATCHER	\$ 18.17	\$ 19.07	\$ 20.02	\$ 21.02	\$ 22.07
ALL DEPARTMENTS	SCHOOL INTERN	\$ 10.00	\$ 11.00	\$ 12.00		
	SEASONAL EMPLOYEES	\$ 10.00	\$ 11.00	\$ 12.00		
ENGINEERING	ENGINEERING INTERN	\$ 10.00	\$ 11.00	\$ 12.00		
PUBLIC WORKS	DPW SEASONAL WORKER	\$ 10.00	\$ 11.00	\$ 12.00		
WATER	TEMPORARY WATER METER READER	\$ 10.00	\$ 11.00	\$ 12.00		
PARK	SEASONAL GROUNDSWORKER	\$ 10.00	\$ 11.00	\$ 12.00		



**FY'17 SALARY SCHEDULE FOR ALL DEPARTMENTS (NON-UNION POSITIONS) - EFFECTIVE JULY 1, 2016 1.75%**

DEPARTMENT/DIVISION	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MAYOR	ADMINISTRATIVE ASSISTANT	\$ 40,000.00	\$ 45,000.00	\$ 50,000.00	\$ 55,000.00	\$ 60,000.00
CITY CLERK	WARDENS & CLERKS	\$ 150.00				
	INSPECTORS	\$ 135.00				
	EXTRA COUNTER	\$ 50.00				
	Training Stipend	\$ 15.00				
CITY COUNCIL	EXECUTIVE SECRETARY/ADM. ASSISTANT	\$ 879.53	\$ 905.91	\$ 933.09	\$ 961.09	\$ 994.73
311 CALL CENTER/CONSTITUENT SERVICES	CALL OPERATOR/REPRESENTATIVE	\$ 40,000.00				
INSPECTIONS & HEALTH REG.	ANIMAL INSPECTOR	\$ 3,000.00				
MUN. PARKING AREAS & DECK	GARAGE ATTENDANT	\$ 10.00				
COUNCIL ON AGING	ELDER MEALS AIDE	\$ 10.00				
	MOW DRIVER	\$ 10.00				
	BENEFITS AIDE	\$ 10.00				
	LEGAL AIDE	\$ 10.00				
	SENIOR AIDE	\$ 10.00				
	DATA TRANSCRIBER	\$ 10.00				
	OUTREACH AIDE	\$ 10.00				
	SUBSTITUTE MOW DRIVER	\$ 10.00				
RECREATION	WATER FRONT DIRECTOR	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00	\$ 16.00
	LIFEGUARD	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00	
	CAMP DIRECTOR	\$ 23.00				
	DAY CAMP NURSE	\$ 17.00				
	ASSISTANT SUPERVISOR	\$ 10.00	\$ 11.00			
	SPECIAL NEEDS DIRECTOR	\$ 16.00				
	TEACHER SUPPORT	\$ 16.00				
YOUTH ACTIVITIES	YOUTH ACTIVITIES SUPERVISOR	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00
	CUSTODIAN	\$ 10.00				



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

3.3

1.

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
PHONE 978-374-2300  
FAX 978-373-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

June 24, 2016

City Council President John A. Michitson and  
Members of the Haverhill City Council

RE: Power Purchase Agreement

Dear Mr. President and Members of the Haverhill City Council:

Attached is the Net Metering Credit Purchase Agreement (NMCA) between Solect Energy Development LLC and the City of Haverhill.

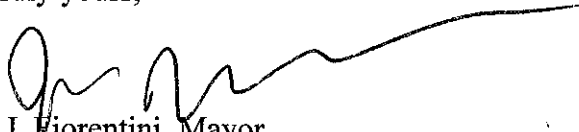
The Agreement calls for the City to purchase Net Metering Credits (NMC) for .0775 cents per KWH. The price will remain flat for the 20 year period of the contract; this will result in greater savings if the price of electricity increases.

The credits will be applied towards the City's Northeast Massachusetts Load Zone Accounts. The project is a 170.1 KW (DC) project located on the City Hall Roof at Summer Street. The project should produce over 200,000 KWH annually to start.

The documents have been reviewed by both the City Solicitor and Meister Group, the City's solar energy consultant.

I recommend approval.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/ah

**POWER PURCHASE AGREEMENT**

Dated as of

[ June 24, 2016 ]

between

City Of Haverhill  
4 Summer Street  
Haverhill, MA 01830

And

Solect Energy Development, LLC  
89 Hayden Rowe  
Hopkinton, MA 01748

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## EXHIBITS

<u>EXHIBIT A</u>	–	ENERGY PURCHASE RATES
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<u>EXHIBIT F</u>	–	ESTIMATED ANNUAL PRODUCTION
<u>EXHIBIT G</u>	–	INSURANCE REQUIREMENTS
<u>EXHIBIT H</u>	–	FORM OF EASEMENT

## POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**") is entered into as of June, \_\_\_\_\_, 2016, by and between **City Of Haverhill** ("**Host**"), and Solect Energy Development, LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of the PowerOptions Program, organized by PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated September 1, 2015 governing the terms and conditions of Provider's participation in the PowerOptions Small Solar Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit C, and sell to Host the electric energy produced by the Project.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS.

**2. TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "Term" shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination

(b) Initial Period. The Initial Period will begin on the date set forth above (date of signed Agreement) and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20<sup>th</sup>) anniversary of the Commercial Operation Date occurs.

(d) Extensions. Twenty-four months prior to the end of the Operations Period, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises. Upon Host's payment to Provider of the Early Termination Amount, the Agreement shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the Project by the Construction Start Date or (ii) if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW, plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time. Further, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

### **3. ACCESS RIGHTS.**

(a) Access Specifications. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises as designated on Exhibit D for purposes of designing, installing, operating, maintaining, repairing, and removing the Project. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right to locate distribution utility and/or electrical lines and communications cables across the Site as designated on Exhibit D. The location of any such electrical lines and communications cables outside the areas designated on Exhibit D shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for Telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project.

(c) Access to Premises. For the Term of this Agreement, Host hereby grants to Provider all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Agreement and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take all reasonable steps to limit access to the Project to Provider, Installer, its employees, contractors or subcontractors. Host shall implement and maintain reasonable and appropriate security measures at the Premises to prevent Host's employees, invitees, agents, contractors, subcontractors and other third parties from having access to the Project and to prevent theft, vandalism or other actions from occurring that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Project.

(e) Temporary storage space during installation or removal. Host shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, Operations Period or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording Provider's Deed of Easement. Provider may record a Deed of Easement in substantially the same form attached hereto as Exhibit H in the land records regarding its Access Rights under this Agreement.



#### **4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.**

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider, at its own cost shall perform and determine a structural analysis of the Host's site to determine feasibility, safety, and to ensure the proper install, maintenance, and operation of the solar system. Provider shall provide a copy of structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises if: (i) Provider determines that the Premises, as is, is insufficient to accommodate the Project; (ii) there exist site conditions or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed; or (iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises. If Provider gives Host notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At a time coordinated with the Host during the Initial Period, upon at least ten (10) Business Days notice to Host, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes

shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the installation of the Project on the Premises before the Construction Start Date (not including any days in which a Force Majeure Event existed), Host may terminate this Agreement by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to the Facility, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole

expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site.

(h) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(i) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Project. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(j) Provider System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(c) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall not

schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(k) Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(l)(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Host's Right to Conduct Tests. Each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least twenty (20) days prior written notice to Host of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be: replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4(l)(ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(d) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that the Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

## **5. SALE OF ELECTRIC ENERGY.**

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of Project with the Local Electric Utility shall be indicated in Exhibit E.

(c) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit E, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (a) failure, damage or downtime attributable to third parties or Host, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (c) a Force Majeure Event, (d) variability due to weather, (e) acts or omissions of Host of any of its obligations hereunder, or (f) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the average applicable tariff rate per kWh that Host would have paid for full requirements, delivered electric service from its Local Electric Utility during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period.

## **6. PAYMENT AND BILLING.**

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email, addressed as follows:

To Host:       **City Of Haverhill**  
                    Attention: Mr. Orlando Pacheco  
                    4 Summer St.  
                    Office 105  
                    Haverhill, MA 01830

(d) Payment. Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest

on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

(f) Confirmation of Net Metering Credits. During the first Contract Year, Provider shall assist Host in confirming that 100% of the anticipated Net Metering Credits allocable to Host hereunder have been properly credited against Host's monthly utility bills at the appropriate Net Metering Credit kWh dollar values. Host shall forward to Provider the Local Electric Utility monthly utility bills for the accounts listed on the Schedule Z. Provider shall review such bills and compare them to Provider's records with regard to production by the System during the period covered by such bills to confirm that the correct amount of Net Metering Credits are appearing on the Local Electric Utility bills at the appropriate Net Metering Credit kWh dollar value. If Host or Provider believes that there is an error in the allocation of Net Metering Credits to the applicable Local Electric Utility bills, or an error in the Net Metering Credit kWh dollar values applied, Provider shall contact the Local Electric Utility on Host's behalf and attempt to obtain the information necessary to confirm whether the Net Metering Credits have been correctly credited and applied, and shall assist Host in obtaining any missing Net Metering Credit total dollar values from the Local Electric Utility, provided that neither party hereto shall be required to incur any out of pocket costs, including without limitation any legal fees or consultant costs, in order to do so.

## **7. SUPPLEMENTAL POWER**

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and

maintenance carrying charges (“Interconnection Obligations”). In no event shall Host be responsible for any Interconnection Obligations.

(i) Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law, the Applicable Solar Program and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces a production excess, then the Parties agree that (a) Host shall be entitled to the associated Net Metering Credits, (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host, and (c) Host (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

(c) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host’s obligation to make any payments to Provider under this paragraph 7(c) is limited to any payments actually received by Host.

(d) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(e) Environmental Attributes. Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.



(h) Neither Party is A Utility. Neither Party shall assert that the other Party is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's and Host's obligations or performance under this Agreement.

## **8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES**

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) Project Ownership. Except as provided in Section 9, Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the

Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Provider (and/or Financing Party), stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access Rights.

## **9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.**

(a) Early Purchase Option. Host shall have the option to purchase the Project consistent with the greater of either (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the System as determined by mutual agreement of Host and Provider; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine

the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Purchase shall include the system and its environmental attributes.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Subject to Host's exercise of its purchase option under Section 9(a) or 9(b), upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 16 shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

## **10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.**

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be

reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology. For the purpose of clause (a) above, Parties agree that during years 4 through 20 (but not years 1 through 3) of the Term of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Project shall be rendered non-operational by Provider. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other

assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider, Host shall be excused for the period of deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Host will be excused for the period of Interconnect deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

## 11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the

existence of the Project on the Premises, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Host for such tax.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

## **12. INSURANCE.**

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by any legal or regulatory authority affecting the Premises or operation of the Project.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

## **13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.**

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years or (ii) the remaining term of this Agreement without regard to Host's option to purchase the Project.

#### **14. PRESS RELEASES AND CONFIDENTIALITY.**

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as

otherwise expressly provided in this Agreement. However, to the extent permitted by applicable law, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), and to the extent permitted by applicable law, each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

## 15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), harmless from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Provider's, Installer's, or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii) Provider's, Installer's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto



the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by applicable law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("Provider's Indemnified Parties"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party. Notwithstanding the foregoing, the extent of the Host's indemnification shall not exceed the Host's liability for the negligent acts or omissions of its employees as governed by Massachusetts General Laws Chapter 258.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

## 16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

## 17. **FORCE MAJEURE.**

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(f) (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

## **18. CHANGE IN LAW.**

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

## **19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure; Host Remedies. Upon a Provider Event of Default, provided that Provider or Financing Party does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

## **20. HOST DEFAULT AND PROVIDER REMEDIES.**

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within fifteen (15) days of when such payment was due.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount; sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate: (i) the access rights granted in Section 3 for access to and use of the Site in connection with Provider's use of the Premises; and (ii) the easement referenced in Section 3(f), and Provider's use of such rights and interests shall continue until the twentieth (20<sup>th</sup>) anniversary of the Commercial Operation Date as shall the duties of Provider to decommission the facility in accordance with Section 9(f). Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

## 21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in

lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) reasonably execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

## **22. LIMITATIONS ON DAMAGES.**



EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 10, 19(b) and 20(b)), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

- (a) No Waiver of Massachusetts Tort Claims Act. Nothing contained in this Agreement shall constitute a waiver of the limitations on liability of Host under the Massachusetts Tort Claims Act. General Laws Chapter 258, as from time to time amended.

## **23. DISPUTE RESOLUTION.**

- (a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “Dispute”) within 30 days after the date that a Party gives written notice of such Dispute to the other Party.
- (b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.
- (c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

## **24. NOTICES.**

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

**City Of Haverhill**

Attention: Mr. Orlando Pacheco

4 Summer St.

Office 105

Haverhill, MA 01830

If to Provider:

Solsect Energy Development, LLC

89 Hayden Rowe,

Hopkinton, Massachusetts 01748

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

**25. MISCELLANEOUS.**

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the

Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such

CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

**Solect Energy Development, LLC a Massachusetts Limited Liability Corporation**

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**City Of Haverhill, a Massachusetts Incorporated City**

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

## **GLOSSARY OF TERMS**

**“Access Rights”** means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

**“Affiliate”** means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

**“Agreement”** means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

**“Applicable Law”** means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

**“Applicable Solar Program”** means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SRECs), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

**“Business Day”** means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

**“Capacity Value”** means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

**“Change in Law”** means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

**“Commercial Operation Date”** means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully

completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.

"Construction Start Date" means day within 180 days from the date of this Agreement.

"Delay Liquidated Damages" means the daily payment of (i) \$0.250/day/kW if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the State of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit E.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 180 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means and all successors and assigns.



“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve-month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider.

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development, LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

<b>Year of System Term</b>	<b>\$/kWh Rate[*] (\$/kWh)</b>	<b>Year of System Term</b>	<b>\$/kWh Rate[*] (\$/kWh)</b>
1	<b>\$0.0775</b>	11	<b>\$0.0775</b>
2	<b>\$0.0775</b>	12	<b>\$0.0775</b>
3	<b>\$0.0775</b>	13	<b>\$0.0775</b>
4	<b>\$0.0775</b>	14	<b>\$0.0775</b>
5	<b>\$0.0775</b>	15	<b>\$0.0775</b>
6	<b>\$0.0775</b>	16	<b>\$0.0775</b>
7	<b>\$0.0775</b>	17	<b>\$0.0775</b>
8	<b>\$0.0775</b>	18	<b>\$0.0775</b>
9	<b>\$0.0775</b>	19	<b>\$0.0775</b>
10	<b>\$0.0775</b>	20	<b>\$0.0775</b>

[\*Calculated based on the year 1 kWh Rate multiplied by [0%] inflation factor each year.]

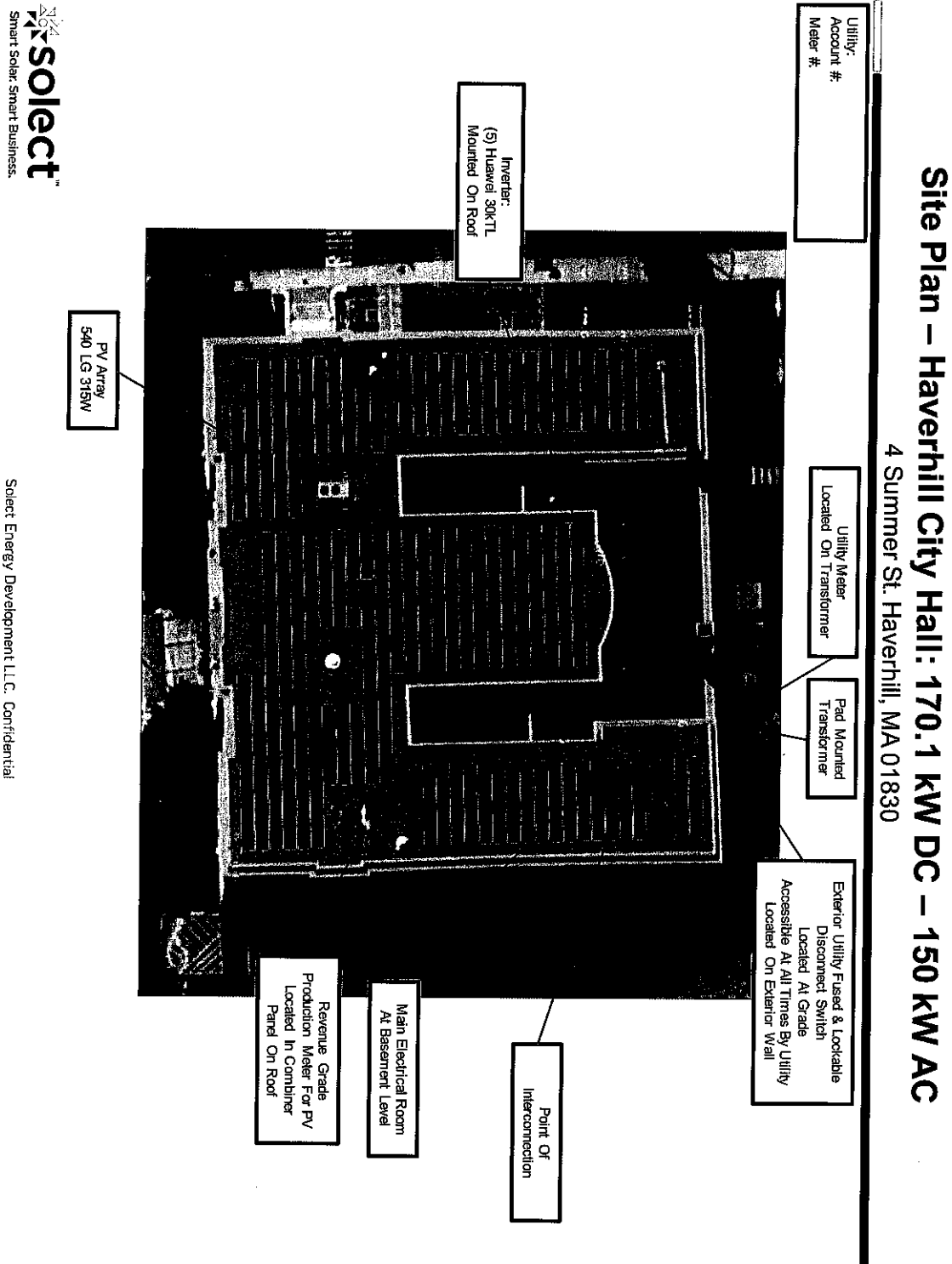
EXHIBIT B

EARLY TERMINATION AMOUNTS

<b>Year of System Term</b>	<b>Early Termination</b>	<b>Early Purchase</b>
1	\$504,397	N/A
2	\$577,066	N/A
3	\$512,172	N/A
4	\$446,408	N/A
5	\$420,137	N/A
6	\$395,987	N/A
7	\$233,949	\$203,483
8	\$205,303	\$173,923
9	\$177,317	\$144,995
10	\$159,388	\$126,096
11	\$139,722	\$105,432
12	\$131,916	\$96,597
13	\$123,091	\$86,712
14	\$113,153	\$75,683
15	\$114,277	\$75,683
16	\$103,159	\$63,408
17	\$90,719	\$49,774
18	\$93,421	\$51,248
19	\$79,294	\$35,856
20	\$63,562	\$18,822

EXHIBIT C

DESCRIPTION OF SITE



## EXHIBIT D

### DESCRIPTION OF PREMISES

Unofficial Property Record Card

<http://haverhill.patriotproperties.com/RecordCard.asp>

#### Unofficial Property Record Card - Haverhill, MA

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##### General Property Data

Parcel ID	202-37-1	Account Number	
Prior Parcel ID	--		
Property Owner	CITY OF HAVERHILL	Property Location	4 SUMMER ST
	CITY HALL	Property Use	MUNICIPAL
Mailing Address	4 SUMMER ST	Most Recent Sale Date	
		Legal Reference	
	City HAVERHILL	Grantor	
Mailing State	MA	Zip	01830
		Sale Price	6
ParcelZoning		Land Area	1.701 acres

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##### Current Property Assessment

Card 1 Value	Building Value	4,690,700	Xtra Features Value	15,300	Land Value	703,900	Total Value	5,319,900
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##### Building Description

Building Style	GOVT BLDG	Foundation Type	BRICKSTONE	Flooring Type	CONCRETE
# of Living Units	1	Frame Type	STEEL	Basement Floor	N/A
Year Built	1906	Roof Structure	FLAT	Heating Type	FORCED H/W
Building Grade	AVG. (+)	Roof Cover	TAR+GRAVEL	Heating Fuel	OIL
Building Condition	Good	Siding	BRICK	Air Conditioning	0%
Finished Area (SF)	77393	Interior Walls	DRYWALL	# of Bsmt Garages	0
Number Rooms	0	# of Bedrooms	0	# of Full Baths	0
# of 3/4 Baths	0	# of 1/2 Baths	8	# of Other Fixtures	55

## EXHIBIT E

### DESCRIPTION OF PROJECT

*Solect will install a 170.1 KW DC Rated Solar Photovoltaic System on the roof of Haverhill City Hall located at 4 Summer Street, Haverhill, MA 01830. Panels will be Quantity 540 of LG 315 High Performance (or equivalent). Inverters shall be Solectria Model 36TL 480Volt (or equivalent). External equipment to include utility specified disconnect switch and other equipment as needed.*

*Interconnection will be behind-the-meter tied into the customer electrical system using a breaker or other necessary equipment in the 480 Volt electrical panel.*

Exhibit F  
ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

<b>Year of System Term</b>	<b>Estimated Production (kWh)</b>	<b>Year of System Term</b>	<b>Estimated Production (kWh)</b>
1	206,842	11	196,729
2	205,807	12	195,745
3	204,778	13	194,767
4	203,754	14	193,793
5	202,736	15	192,824
6	201,722	16	191,860
7	200,713	17	190,901
8	199,710	18	189,946
9	198,711	19	188,996
10	197,718	20	188,051

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.



## EXHIBIT G

### INSURANCE REQUIREMENTS

#### 1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

#### 2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

#### 3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

#### 4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

#### 5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than 1 million dollars (\$1,000,000) each accident for bodily injury and property damage, and x million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

**EXHIBIT H**  
**EASEMENT**

Recording Requested by:

And when recorded mail to:

James Dumas, COO  
Solect Energy Development, LLC  
89 Hayden Rowe  
Hopkinton, MA 01748

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**DEED OF EASEMENT**

This DEED OF EASEMENT (the "Deed") is made and entered into as of June \_\_\_\_\_, 2016 by City Of Haverhill, an Incorporated Massachusetts City, having an office at 4 Summer St., Haverhill, MA 01830 ("Grantor") and SOLECT ENERGY DEVELOPMENT, LLC, a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 ("Grantee").

**WITNESSETH:**

1. Grantor is the owner of that certain parcel of land described in a deed recorded in the Essex South County [Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ or Registry District of the Land Court in Certificate of Title \_\_\_\_\_] (the "Property").

2. Pursuant to that certain Power Purchase Agreement dated as of \_\_\_\_\_ between Grantor and Grantee, (the "PPA"), Grantor hereby grants to Grantee an easement (the "Easement") to access and/or use a certain portion of the Property (said portion being the "Premises " as more particularly described on Exhibit A attached hereto to construct, install, own, operate, maintain and, where applicable, remove, a solar photovoltaic system (the "System") located on the Premises. Terms used herein which are defined in the PPA shall have meanings provided in the PPA.

3. The Easement includes all attendant privileges, uses, rights and interests and is subject to the conditions, restrictions and limitations set forth in the PPA.

4. The term of the Easement expires (20) years and ninety (90) days after the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.

5. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA. The Parties hereto have executed and delivered this Deed of Easement for the purpose of giving notice of the Easement to third parties. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA.

6. The terms, covenants and provisions of the PPA, which terms, covenants and provisions are incorporated herein by reference, shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first written above.

**WITNESS/ATTEST:**

**GRANTOR:**  
**City of Haverhill, Massachusetts**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

**WITNESS/ATTEST:**

**GRANTEE:**  
**SOLECT ENERGY DEVELOPMENT, LLC,**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

3.3 (8)  
CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
PHONE 978-374-2300  
FAX 978-373-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

June 24, 2016

City Council President John A. Michitson and  
Members of the Haverhill City Council

Attached is the Net Metering Credit Purchase Agreement (NMCA) between Solect Energy Development LLC and the City of Haverhill.


The Agreement calls for the City to purchase Net Metering Credits (NMC) for .10 cents per KWH. The price will remain flat for the 20 year period of the contract; this will result in greater savings if the price of electricity increases.

The credits will be applied towards the City's Northeast Massachusetts Load Zone Accounts. The project is an 81.9 KW (DC) project located on the new Police Fleet Maintenance Garage Roof on Downing Ave. The project should produce over 80,000 KWH annually to start.

The documents have been reviewed by both the City Solicitor and Meister Group, the City's solar energy consultant.

I recommend approval.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/ah

**POWER PURCHASE AGREEMENT**

Dated as of

[ June 24, 2016 ]

between

City Of Haverhill  
4 Summer Street  
Haverhill, MA 01830

And

Solect Energy Development, LLC  
89 Hayden Rowe  
Hopkinton, MA 01748

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## POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**") is entered into as of June, \_\_\_\_\_, 2016, by and between **City Of Haverhill ("Host")**, and Solect Energy Development, LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of the PowerOptions Program, organized by PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated September 1, 2015 governing the terms and conditions of Provider's participation in the PowerOptions Small Solar Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit C, and sell to Host the electric energy produced by the Project.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS.

2. **TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "Term" shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination

(b) Initial Period. The Initial Period will begin on the date set forth above (date of signed Agreement) and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20<sup>th</sup>) anniversary of the Commercial Operation Date occurs.

(d) Extensions. Twenty-four months prior to the end of the Operations Period, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises. Upon Host's payment to Provider of the Early Termination Amount, the Agreement shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the Project by the Construction Start Date or (ii) if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW, plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time. Further, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

### 3. ACCESS RIGHTS.

(a) Access Specifications. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises as designated on Exhibit D for purposes of designing, installing, operating, maintaining, repairing, and removing the Project. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right to locate distribution utility and/or electrical lines and communications cables across the Site as designated on Exhibit D. The location of any such electrical lines and communications cables outside the areas designated on Exhibit D shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for Telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project.

(c) Access to Premises. For the Term of this Agreement, Host hereby grants to Provider all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Agreement and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take all reasonable steps to limit access to the Project to Provider, Installer, its employees, contractors or subcontractors. Host shall implement and maintain reasonable and appropriate security measures at the Premises to prevent Host's employees, invitees, agents, contractors, subcontractors and other third parties from having access to the Project and to prevent theft, vandalism or other actions from occurring that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Project.

(e) Temporary storage space during installation or removal. Host shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, Operations Period or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording Provider's Deed of Easement. Provider may record a Deed of Easement in substantially the same form attached hereto as Exhibit H in the land records regarding its Access Rights under this Agreement.

#### 4. **PLANNING, INSTALLATION AND OPERATION OF PROJECT.**

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider, at its own cost shall perform and determine a structural analysis of the Host's site to determine feasibility, safety, and to ensure the proper install, maintenance, and operation of the solar system. Provider shall provide a copy of structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises if: (i) Provider determines that the Premises, as is, is insufficient to accommodate the Project; (ii) there exist site conditions or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed; or (iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises. If Provider gives Host notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At a time coordinated with the Host during the Initial Period, upon at least ten (10) Business Days notice to Host, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes

shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the installation of the Project on the Premises before the Construction Start Date (not including any days in which a Force Majeure Event existed), Host may terminate this Agreement by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to the Facility, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole

expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site.

(h) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(i) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Project. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(j) Provider System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(c) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall not

schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(k) Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(l)(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Host's Right to Conduct Tests. Each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least twenty (20) days prior written notice to Host of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.



(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be: replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4(1)(ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(d) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that the Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

## **5. SALE OF ELECTRIC ENERGY.**

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of Project with the Local Electric Utility shall be indicated in Exhibit E.

(c) **Performance Guarantee.** Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit E, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (a) failure, damage or downtime attributable to third parties or Host, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (c) a Force Majeure Event, (d) variability due to weather, (e) acts or omissions of Host of any of its obligations hereunder, or (f) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the average applicable tariff rate per kWh that Host would have paid for full requirements, delivered electric service from its Local Electric Utility during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period.

## 6. PAYMENT AND BILLING.

(a) **Rates.** Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto.

(b) **Billing.** Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) **Invoice Delivery.** Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email, addressed as follows:

To Host: **City Of Haverhill**  
Attention: Mr. Orlando Pacheco  
4 Summer St.  
Office 105  
Haverhill, MA 01830

(d) **Payment.** Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest

on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

(f) Confirmation of Net Metering Credits. During the first Contract Year, Provider shall assist Host in confirming that 100% of the anticipated Net Metering Credits allocable to Host hereunder have been properly credited against Host's monthly utility bills at the appropriate Net Metering Credit kWh dollar values. Host shall forward to Provider the Local Electric Utility monthly utility bills for the accounts listed on the Schedule Z. Provider shall review such bills and compare them to Provider's records with regard to production by the System during the period covered by such bills to confirm that the correct amount of Net Metering Credits are appearing on the Local Electric Utility bills at the appropriate Net Metering Credit kWh dollar value. If Host or Provider believes that there is an error in the allocation of Net Metering Credits to the applicable Local Electric Utility bills, or an error in the Net Metering Credit kWh dollar values applied, Provider shall contact the Local Electric Utility on Host's behalf and attempt to obtain the information necessary to confirm whether the Net Metering Credits have been correctly credited and applied, and shall assist Host in obtaining any missing Net Metering Credit total dollar values from the Local Electric Utility, provided that neither party hereto shall be required to incur any out of pocket costs, including without limitation any legal fees or consultant costs, in order to do so.

## **7. SUPPLEMENTAL POWER**

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and

maintenance carrying charges ("Interconnection Obligations"). In no event shall Host be responsible for any Interconnection Obligations.

(i) Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law, the Applicable Solar Program and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces a production excess, then the Parties agree that (a) Host shall be entitled to the associated Net Metering Credits, (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host, and (c) Host (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

(c) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this paragraph 7(c) is limited to any payments actually received by Host.

(d) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(e) Environmental Attributes. Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party shall assert that the other Party is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's and Host's obligations or performance under this Agreement.

## 8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) Project Ownership. Except as provided in Section 9, Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens") and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the

Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Provider (and/or Financing Party), stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access Rights.

**9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.**

(a) Early Purchase Option. Host shall have the option to purchase the Project consistent with the greater of either (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the System as determined by mutual agreement of Host and Provider; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine

the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Purchase shall include the system and its environmental attributes.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Subject to Host's exercise of its purchase option under Section 9(a) or 9(b), upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 16 shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

## **10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.**

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such

shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology. For the purpose of clause (a) above, Parties agree that during years 4 through 20 (but not years 1 through 3) of the Term of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Project shall be rendered non-operational by Provider. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the



Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider, Host shall be excused for the period of deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Host will be excused for the period of Interconnect deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

## 11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the existence of the Project on the Premises, Host shall immediately notify Provider. Host and

Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Host for such tax.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

## **12. INSURANCE.**

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by any legal or regulatory authority affecting the Premises or operation of the Project.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

## **13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.**

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the

other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years or (ii) the remaining term of this Agreement without regard to Host's option to purchase the Project.

#### **14. PRESS RELEASES AND CONFIDENTIALITY.**

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, to the extent permitted by applicable law, the terms of this Agreement and information about the Project other than that described

above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), and to the extent permitted by applicable law, each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

## **15. INDEMNIFICATION.**

(a) Provider Indemnification. Provider shall indemnify, defend and hold Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), harmless from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Provider's, Installer's, or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii) Provider's, Installer's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the

generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by applicable law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("Provider's Indemnified Parties"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party. Notwithstanding the foregoing, the extent of the Host's indemnification shall not exceed the Host's liability for the negligent acts or omissions of its employees as governed by Massachusetts General Laws Chapter 258.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the

payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

## **16. REPRESENTATIONS AND WARRANTIES.**

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the

Project are to be installed, are materially different from the information presented by Host, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

## **17. FORCE MAJEURE.**

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such

termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(f) (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

## **18. CHANGE IN LAW.**

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

## **19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating



to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure; Host Remedies. Upon a Provider Event of Default, provided that Provider or Financing Party does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

## **20. HOST DEFAULT AND PROVIDER REMEDIES.**

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within fifteen (15) days of when such payment was due.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount; sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate: (i) the access rights granted in Section 3 for access to and use of the Site in connection with Provider's use of the Premises; and (ii) the easement referenced in Section 3(f), and Provider's use of such rights and interests shall continue until the twentieth (20<sup>th</sup>) anniversary of the Commercial Operation Date as shall the duties of Provider to decommission the facility in accordance with Section 9(f). Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

## **21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.**

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an “Assignment”) the Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider’s obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider’s right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider’s interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) reasonably execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

## **22. LIMITATIONS ON DAMAGES.**

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 10, 19(b) and 20(b)), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS

INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

- (a) No Waiver of Massachusetts Tort Claims Act. Nothing contained in this Agreement shall constitute a waiver of the limitations on liability of Host under the Massachusetts Tort Claims Act. General Laws Chapter 258, as from time to time amended.

## **23. DISPUTE RESOLUTION.**

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “**Dispute**”) within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

## **24. NOTICES.**

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

**City Of Haverhill**

Attention: Mr. Orlando Pacheco

4 Summer St.  
Office 105  
Haverhill, MA 01830

If to Provider:

Solsect Energy Development, LLC  
89 Hayden Rowe,  
Hopkinton, Massachusetts 01748

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

## **25. MISCELLANEOUS.**

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)



IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

**Solect Energy Development, LLC a Massachusetts Limited Liability Corporation**

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**City Of Haverhill, a Massachusetts Incorporated City**

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

## **GLOSSARY OF TERMS**

“Access Rights” means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SRECs), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.

“Construction Start Date” means day within 180 days from the date of this Agreement.

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the State of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production” means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit E.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Guaranteed Commercial Operation Date” means 180 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve-month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately

preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider.

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Slect Energy Development, LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

<b>Year of System Term</b>	<b>\$/kWh Rate[*] (\$/kWh)</b>	<b>Year of System Term</b>	<b>\$/kWh Rate[*] (\$/kWh)</b>
1	<b>\$0.100</b>	11	<b>\$0.100</b>
2	<b>\$0.100</b>	12	<b>\$0.100</b>
3	<b>\$0.100</b>	13	<b>\$0.100</b>
4	<b>\$0.100</b>	14	<b>\$0.100</b>
5	<b>\$0.100</b>	15	<b>\$0.100</b>
6	<b>\$0.100</b>	16	<b>\$0.100</b>
7	<b>\$0.100</b>	17	<b>\$0.100</b>
8	<b>\$0.100</b>	18	<b>\$0.100</b>
9	<b>\$0.100</b>	19	<b>\$0.100</b>
10	<b>\$0.100</b>	20	<b>\$0.100</b>

[\*Calculated based on the year 1 kWh Rate multiplied by [0%] inflation factor each year.]

EXHIBIT B

EARLY TERMINATION AMOUNTS

<b>Year of System Term</b>	<b>Early Term</b>	<b>Early Purchase</b>
1	\$272,285	N/A
2	\$237,904	N/A
3	\$223,756	N/A
4	\$213,388	N/A
5	\$204,316	N/A
6	\$195,498	N/A
7	\$127,602	\$112,934
8	\$119,060	\$103,951
9	\$111,115	\$95,553
10	\$102,276	\$86,247
11	\$92,461	\$75,951
12	\$87,150	\$70,145
13	\$81,100	\$63,584
14	\$74,241	\$56,200
15	\$74,783	\$56,200
16	\$67,058	\$47,918
17	\$58,370	\$38,657
18	\$56,618	\$36,313
19	\$46,374	\$25,459
20	\$34,933	\$13,391



## EXHIBIT C

### DESCRIPTION OF SITE



Solelect Energy Development LLC. Confidential

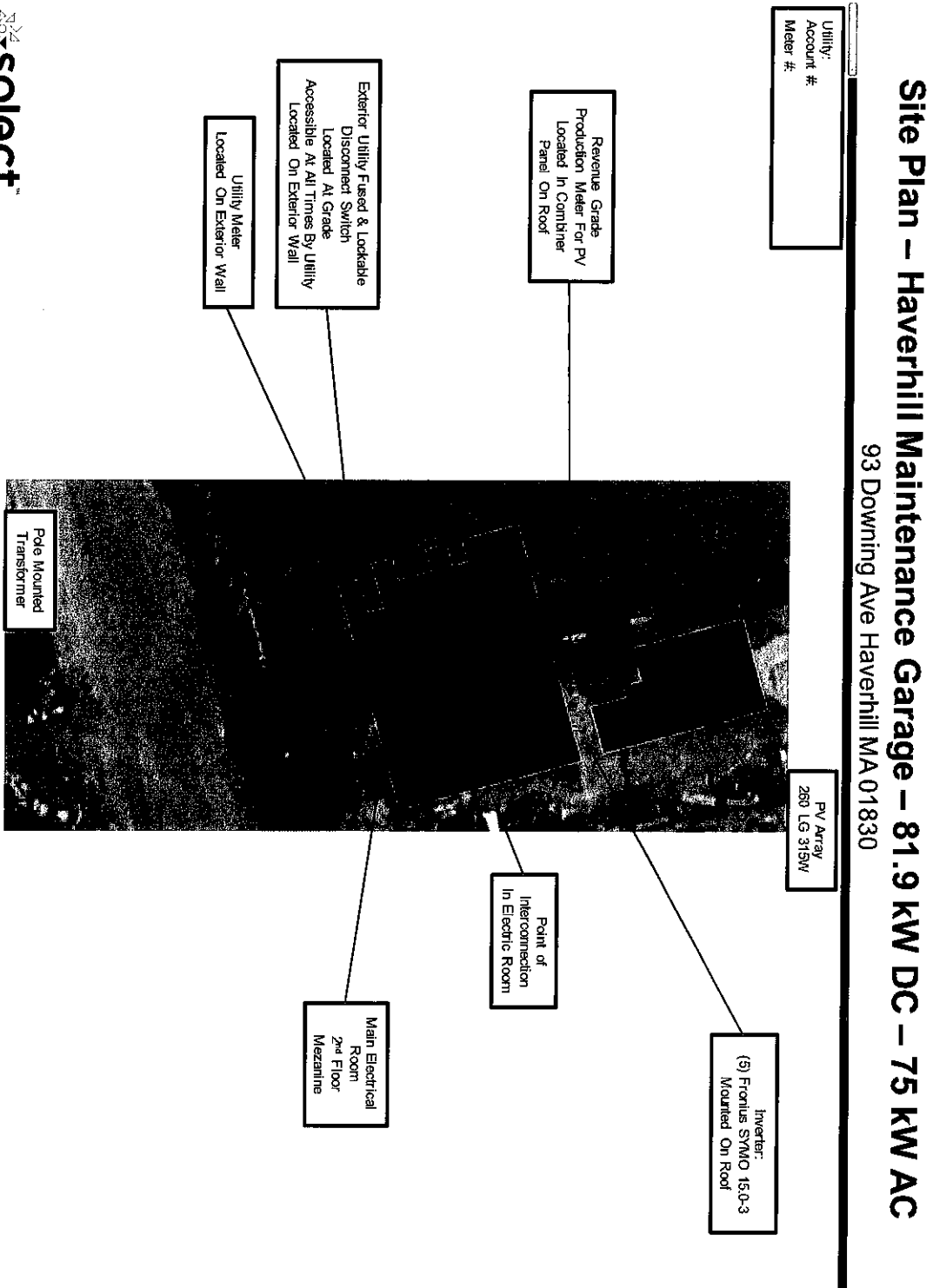


EXHIBIT D

DESCRIPTION OF PREMISES

*City of Haverhill New Haverhill Police Department "Elmo D Alessandro Fleet Maintenance Garage" building located at 93 Downing Ave, Haverhill, MA 01830.*

*Metal building with standing seam roof along with smaller metal standing seam canopy in rear of building.*

## EXHIBIT E

### DESCRIPTION OF PROJECT

*Solect will install an 81.9KW DC Rated Solar Photovoltaic System on the roof of Haverhill Fleet Maintenance Garage located at 93 Downing Avenue, Haverhill, MA 01830. Panels will be Quantity 260 of LG 315 High Performance (or equivalent). Inverters shall be Fronius Symo 208Volt (or equivalent). External equipment to include utility specified disconnect switch and other equipment as needed.*

*Interconnection will be behind-the-meter tied into the customer electrical system using a breaker or other necessary equipment in the 208 Volt electrical panel.*

Exhibit F  
ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

<b>Year of System Term</b>	<b>Estimated Production (kWh)</b>	<b>Year of System Term</b>	<b>Estimated Production (kWh)</b>
1	83,759	11	79,664
2	83,340	12	79,266
3	82,924	13	78,870
4	82,509	14	78,475
5	82,096	15	78,083
6	81,686	16	77,692
7	81,278	17	77,304
8	80,871	18	76,917
9	80,467	19	76,533
10	80,064	20	76,150

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

## EXHIBIT G

### INSURANCE REQUIREMENTS

#### 1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

#### 2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

#### 3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

#### 4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

#### 5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than 1 million dollars (\$1,000,000) each accident for bodily injury and property damage, and x million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

**EXHIBIT H**  
**EASEMENT**

Recording Requested by:

And when recorded mail to:

James Dumas, COO  
Solect Energy Development, LLC  
89 Hayden Rowe  
Hopkinton, MA 01748

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**DEED OF EASEMENT**

This DEED OF EASEMENT (the "Deed") is made and entered into as of June\_\_\_\_\_, 2016 by City Of Haverhill, an Incorporated Massachusetts City, having an office at 4 Summer St., Haverhill, MA 01830 ("Grantor") and SOLECT ENERGY DEVELOPMENT, LLC, a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 ("Grantee").

**WITNESSETH:**

1. Grantor is the owner of that certain parcel of land described in a deed recorded in the Essex South County [Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ or Registry District of the Land Court in Certificate of Title \_\_\_\_\_] (the "Property").

2. Pursuant to that certain Power Purchase Agreement dated as of \_\_\_\_\_ between Grantor and Grantee, (the "PPA"), Grantor hereby grants to Grantee an easement (the "Easement") to access and/or use a certain portion of the Property (said portion being the "Premises " as more particularly described on Exhibit A attached hereto to construct, install, own, operate, maintain and, where applicable, remove, a solar photovoltaic system (the "System") located on the Premises. Terms used herein which are defined in the PPA shall have meanings provided in the PPA.

3. The Easement includes all attendant privileges, uses, rights and interests and is subject to the conditions, restrictions and limitations set forth in the PPA.

4. The term of the Easement expires (20) years and ninety (90) days after the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.

5. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA. The Parties hereto have executed and delivered this Deed of Easement for the purpose of giving notice of the Easement to third parties. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA.

6. The terms, covenants and provisions of the PPA, which terms, covenants and provisions are incorporated herein by reference, shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

[Signature Page to Follow]



IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first written above.

**WITNESS/ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**GRANTOR:**

**City of Haverhill, Massachusetts**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS/ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**GRANTEE:**

**SOLECT ENERGY DEVELOPMENT, LLC,**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

8.1

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

\*NEW ☒  
\*RENEWAL ☐

DATE OF REQUEST MAY 3 2016 DATE OF APPROVAL \_\_\_\_\_

NAME: John Connor

ADDRESS: 31 Fourth St, Haverhill, MA

TELEPHONE #: 978-397-7721

VEHICLE TYPE: 2010 Mazda CX7

PLATE #: 232 R57

Do you currently have off street parking at your residence? Yes ☒ No ☐

If yes, why is there a need for a handicap parking sign? \_\_\_\_\_

Did you have a handicap parking sign at a previous address? ☒ Yes ☐ No

If yes, location? Quincy, MA

  
Applicant Signature

- Please include a copy of your current handicap placard or handicap registration, along with this application.

\_\_\_\_ Approve

\_\_\_\_ Denied

\_\_\_\_ Reason for denial

  
Chief of Police Signature

☒ Approve

\_\_\_\_ Denied

\_\_\_\_ Reason for denial

\_\_\_\_  
City Council Approval

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

To: Chief Denaro

From: Officer Powell

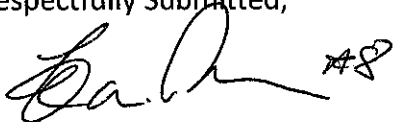
Date: June 20, 2016

Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from John Connor of 31 4<sup>th</sup> Ave. He has an active Massachusetts handicap placard issued to him. I have inspected the location and his request is appropriate. He currently has no off street parking. I would recommend that a Handicap parking space be placed in front of his home located at 31 4<sup>th</sup> Ave.

Respectfully Submitted,



Officer Powell

8.2

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

\*NEW ☒             
\*RENEWAL           

DATE OF REQUEST 6-21-16 DATE OF APPROVAL           

NAME: Phil Rice for Buttonwoods Adult Day Health Ctr.

ADDRESS: 71-73 High Street

TELEPHONE #: (978) 372-8734 (Phil Rice's Office)

VEHICLE TYPE: Central Wheelchair & Van Transportation

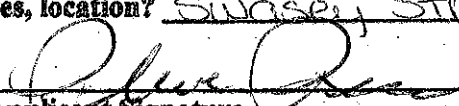
PLATE #:           

Do you currently have off street parking at your residence? ☒ Yes ☐ No

\* If yes, why is there a need for a handicap parking sign? Need two spaces  
for use of Adult Day Health Transportation area  
Monday - Friday Only.\*

Did you have a handicap parking sign at a previous address? ☒ Yes ☐ No

If yes, location? Swasey Street (Handicap ramp has been  
relocated)

x   
Applicant Signature

- Please include a copy of your current handicap placard or handicap registration, along with this application.

☒ Approve ☐ Denied

Reason for denial

  
Chief of Police Signature

☐ Approve ☐ Denied

Reason for denial

City Council Approval

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

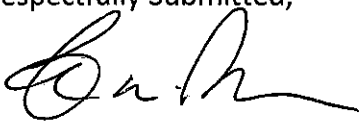
MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

To: Chief Denaro  
From: Officer Powell  
Date: April 28, 2016  
Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign,(2) spaces from Buttonwoods Adult Day Care Health Center located at 71-73 High St. The representative for this company has advised me that they relocated the wheel chair ramp to the front of the building, which is on High St. This was done to become ADA compliant. She also advised me that they would need the spots for drop off and pick up Monday through Friday. I inspected the location. The area is in front of their building. It appears to be an appropriate location. I would recommend the two handicap spaces be approved. I would further recommend that at least one of the spaces be allocated Handicap Van Accessible in accordance with ADA, State, and Federal, guidelines if applicable.

Respectfully Submitted,



Officer Powell



City of Haverhill  
Application for Permit

Street closing  
tent OK'd by  
Dr. Nemo

10.1

Name of Organization	Firefighters Combat Challenge		
Address of Organization	791 East Broadway, Haverhill, MA		
Requesting Permit for (List Type of event)	Public Event	Date & Time	July 14/15/16, 2016
Location of Event	Bailey Blvd, Haverhill, MA		
Authorized or Contact Person	Tyler Kimball	Telephone/Cell #/Pager # (Indicate if pager)	978-807-3214

all day  
8AM -  
8pm

(To be completed for use of City Property/Outdoor Activity and other Special Events)

Approval of Fire Chief (Where applicable)			
Approval of the Recreational Director Required for all recreational facilities	Signature	Date	Comments/Restrictions
Approval of the Chief of Police Required for all OUTDOOR EVENTS I.e.: Parades/Carnivals/Community Events	Signature	Date	

**General Release & Indemnity Agreement**

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts, dues, claims and demands both in law and equity, more especially any and all claims as a result of the issuance of this permit and or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized Agent of Organization: [Signature] Date: 6/13/16

Signature Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_

City Council will hear request for application on: \_\_\_\_\_  
Applicant must attend Yes [ ] No [ ] (date) (time)

Office Use  
Permit

Permit approved on: \_\_\_\_\_ Proof of Insurance \_\_\_\_\_ # Detail Officers \_\_\_\_\_  
Policy Number/Exp. Date \_\_\_\_\_  
Attendance Limited to: \_\_\_\_\_ Other Restrictions/requirements: \_\_\_\_\_  
Signed: \_\_\_\_\_ Issued on: \_\_\_\_\_ Seal \_\_\_\_\_  
City Clerk

Haverhill bag - \$150-

**City of Haverhill**  
**Application for Permit for**  
**Amusements, Public Shows and Exhibitions**

Name of Organization: Fire fighter combat challenges

Address of Organization: \_\_\_\_\_

Is the Organization a Non-Profit? Yes \_\_\_\_\_ No X (If yes, must provide evidence of non-profit status)

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

**EVENT INFORMATION**

Requesting permit for (List type of event):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Event: 7/15 and 7/16 Time of Event: 3 PM 15th 8 AM 16th

Location of Event: Bailey Bar  
Indoor: \_\_\_\_\_ Outdoor: \_\_\_\_\_

Name and Address of the Owner of the Property: ent

*If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.*

Number of Anticipated Attendees: 2000 ?

Number of Parking Spaces available on Site: Gorham Park

## APPROVALS:

### Fire Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Recreational Director: Required for all recreational facilities:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Police Chief:

Reviewed: \_\_\_\_\_ Approved: ✓ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: detail officer

---

### Health Inspector/Board of Health:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Building Inspector:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Public Works Director:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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## APPROVALS:

### Fire Chief:

Reviewed: \_\_\_\_\_ Approved: ☒ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_  
\_\_\_\_\_

### Recreational Director: Required for all recreational facilities:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_  
\_\_\_\_\_

### Police Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_  
\_\_\_\_\_

### Health Inspector/Board of Health:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_  
\_\_\_\_\_

### Building Inspector:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_  
\_\_\_\_\_

### Public Works Director:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_  
\_\_\_\_\_

July  
Combat Challenge 16

Have arrangements been made for offsite parking? Yes \_\_\_\_\_ No X

If yes, please give details of the offsite parking: \_\_\_\_\_

Are there charges or fees for parking? Yes \_\_\_\_ No X If yes, list charges/fees \_\_\_\_\_

Please identify the plans for solid waste disposal and recycling: \_\_\_\_\_

Number of public restrooms available: Permanent \_\_\_\_\_ Portable 8

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up): \_\_\_\_\_

Are you requesting that the fees be waived? Yes X No \_\_\_\_\_

*(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)*

Authorized Person: TYLER KIMBALL

Address of Authorized Person: 791 E Broadway Haverhill MA

Telephone #/Cell #/Pager # (Indicate if Pager): 978 807 3214

Social Security Number of Authorized Person: \_\_\_\_\_

**Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.**

## General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts,, dues, claims and demands both in law and in equity, more especially any and all claims as a result of the issuance of this permit or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized  
Agent of Organization: \_\_\_\_\_

Date: \_\_\_\_\_

6/13/16

Signature Witnessed By: \_\_\_\_\_

Date: \_\_\_\_\_

6/13/16

City Council will hear this request for application on:

\_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

Applicant must attend: Yes \_\_\_\_\_ No \_\_\_\_\_

***Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.***

***Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.***

**OFFICE USE**

**PERMIT**

**Permit approved on:** \_\_\_\_\_ **Number of Detail Officers:** \_\_\_\_\_

**Proof of Insurance: Policy Number** \_\_\_\_\_ **Expiration date** \_\_\_\_\_

**Attendance Limited to:** \_\_\_\_\_

**Other Conditions/Requirements:** \_\_\_\_\_

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*All permits issued fully incorporate the terms and conditions of Article IV Public Shows, Exhibitions and Events of Chapter 104 of the Code of the City of Haverhill*

**Signed:** \_\_\_\_\_ **Issued on:** \_\_\_\_\_  
City Clerk

## Checklist for Applications For Amusements, Public Shows and Exhibitions

☒ Completed Application – must be returned to the City Clerk's Office (Room 118) at least thirty (30) days prior to the event.

☒ Written permission from the owner of the property where the event will take place, including evidence of approval of the department or oversight authority of land that is protected or restricted by agreement with the state or federal government, if applicable.

☒ Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning security, vendor, catering or food services.

☐ Proof of adequate insurance coverage

*Com up*

☐ If non-profit group, must provide evidence of non-profit status.

Upon request of any City official reviewing the application or the City Council, the applicant shall in addition furnish reasonable information concerning the conditions of the premises and the action to be taken in order to prevent danger to the public safety, health or order.

NOTE: In any calendar year, the City Council may grant a maximum for three (3) public event licenses, with a minimum of sixty (60) days between events on any privately owned land parcel(s) throughout the City.



*Freight Challenge*

# CERTIFICATE OF LIABILITY INSURANCE

ONTAR-2

OP ID: BE

DATE (MM/DD/YYYY)

06/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Russell Ins. Group, Inc. (MAR) A Subsidiary of ACNB Corp. 2526 West Liberty Road Westminster, MD 21157 Douglas C. Marks		<b>CONTACT NAME:</b> Beth Costantino x 5815 <b>PHONE (A/C, No, Ext):</b> 800-289-4097 <b>FAX (A/C, No):</b> 410-875-5340 <b>E-MAIL ADDRESS:</b> bcostantino@riginsurance.com	
<b>INSURED</b> <b>On Target Challenge Inc</b> <b>15312 Spencerville Ct Ste 100</b> <b>Burtonsville, MD 20866</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Northfield Insurance Co.</b>	
		<b>INSURER B : Evanston Insurance Co.</b>	
		<b>INSURER C : Injured Worker's Ins. Fund</b> <b>524126</b>	
		<b>INSURER D : The Hartford Insurance Co.</b>	
		<b>INSURER E : Progressive Casualty Ins. Co.</b>	
<b>INSURER F :</b>			

**COVERAGES**     **CERTIFICATE NUMBER:**     **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X	WS270910	05/12/2016	05/12/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
E	<b>AUTOMOBILE LIABILITY</b>		01595806-3	05/14/2016	05/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS					\$
B	<b>UMBRELLA LIAB</b>	X	MKLV10LE108044	05/12/2016	05/12/2017	EACH OCCURRENCE \$ 2,000,000
	<b>EXCESS LIAB</b>					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	4480024	05/12/2016	05/12/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Rented/Leased Equipment</b>		30MSCXF5900	05/12/2016	05/12/2017	Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event Dates: July 13-18 inclusive.

City of Haverhill, City Hall is added as additional insured.

## CERTIFICATE HOLDER

City of Haverhill  
City Hall  
4 Summer Street, Room 118  
Haverhill, MA 01830

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*DE Marks*

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10.2

**City of Haverhill**  
**Application for Permit for**  
**Amusements, Public Shows and Exhibitions**

Name of Organization: Greater Haverhill Arts Association

Address of Organization: 69 Farrwood Drive, Bradford MA 01835

Is the Organization a Non-Profit? Yes X No        (If yes, must provide evidence of non-profit status)  
\* 1245492

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

**EVENT INFORMATION**

Requesting permit for (List type of event):

Art Festival (outdoor exhibit and sale of art)

Date of Event: Sat. Sept 10, '16 Time of Event: 10 - 4

Location of Event: Bradford Common  
 Indoor:        Outdoor:       

Name and Address of the Owner of the Property: Federal Church of Christ,  
Rte 125 (South Main Street) Bradford MA

*If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.*

Number of Anticipated Attendees: 200 (throughout the day - not all at once)  
 Number of Parking Spaces available on Site: 20 spaces in church lot + along church street (both sides)



69 Farrwood Avenue  
Bradford MA 01835

June 16, 2016

Dear City Council President John Michitson and Members of the Haverhill City Council:

We respectfully request that any fees be waived for the planned Art Festival on Bradford Common on September 10.

Since 1971 the mission of the Greater Haverhill Arts Association has been to provide area artists and enthusiasts with a sense of community as well as opportunities to share their art with each other and the public. We offer six exhibits and twelve art demonstrations annually, twice-monthly art workshops in the hall of the Federal Church of Christ in Bradford, as well as the one-day Art Festival on Bradford Common.

We are a non-profit organization that is wholly run by volunteers and supported by members and contributions. Our outreach efforts (to students and to the community at large) depend solely upon the generosity of those who support our mission. Thus we hope the City of Haverhill will waive any fees for this event.

We are debuting our new logo (above). We believe it is in keeping with the vision of Haverhill to build a cultural presence in the city that is forward-looking and vibrant.

Thank you for your consideration of our request.

Ann Jones, GHAA President



Have arrangements been made for offsite parking? Yes \_\_\_\_\_ No N/A

If yes, please give details of the offsite parking: \_\_\_\_\_

Are there charges or fees for parking? Yes \_\_\_\_\_ No ☒ If yes, list charges/fees \_\_\_\_\_

Please identify the plans for solid waste disposal and recycling: city barrels on site

Number of public restrooms available: Permanent 2 (in church) Portable \_\_\_\_\_

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):

Set-up 8-10 am for artists participating

Are you requesting that the fees be waived? Yes ☒ No \_\_\_\_\_  
(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)

Authorized Person: Ann Jones, President of GHAA

Address of Authorized Person: 2 Sylvan Street, Groveland MA 01834

Telephone #/Cell #/Pager # (Indicate if Pager): 978-228-9009

Social Security Number of Authorized Person: [REDACTED]

**Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.**

# ***The First Church of Christ, Bradford***

10 Church Street  
Bradford, Massachusetts 01835  
978-374-1114  
office@fccbradford.org



May 12, 2016

Dear City Council President John Michitson and members of the Haverhill City Council:

Please be advised that the Board of Trustees, associated with the First Church of Christ- Bradford, grants permission to the Greater Haverhill Arts Association (GHAA) to hold their annual event on the Bradford Common on September 10, 2016.

Our approval is contingent upon the GHAA meeting all the Haverhill City Council and Haverhill Police Department requirements.

Please contact us thru the church office (telephone number and e-mail address above) if you have any questions or concerns.

Very truly yours:

Martha Kelleher, Trustee

## APPROVALS:

**Fire Chief:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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**Recreational Director: Required for all recreational facilities:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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**Police Chief:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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**Health Inspector/Board of Health:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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**Building Inspector:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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**Public Works Director:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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## APPROVALS:

**Fire Chief:**

Reviewed: \_\_\_\_\_ Approved: ☒ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_  
*JME Pinos*

**Recreational Director: Required for all recreational facilities:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

**Police Chief:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

**Health Inspector/Board of Health:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

**Building Inspector:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

**Public Works Director:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

*Greater Bar. Arts Assoc.*

## APPROVALS:

### Fire Chief:

Reviewed: ☒ Approved: ☒ Denied: ☐

Comments/Conditions/Requirements: Public roadways to remain passable for emergency vehicles.

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### Recreational Director: Required for all recreational facilities:

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements:

---

### Police Chief:

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements:

---

### Health Inspector/Board of Health:

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements:

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### Building Inspector:

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements:

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### Public Works Director:

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements:

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## General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts,, dues, claims and demands both in law and in equity, more especially any and all claims as a result of the issuance of this permit or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized  
Agent of Organization:

*[Handwritten Signature]*

Date: 6/2/16

Signature Witnessed By:

*[Handwritten Signature]*

Date: 6/2/16

City Council will hear this request for application on:

\_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

Applicant must attend: Yes \_\_\_\_\_ No \_\_\_\_\_

*Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.*

*Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.*

2016 JUN 21 15:44 CITY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2016

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: Info@theeventhelper.com		<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Greater Haverhill Arts Association Inc Ann Jones 2 Sylvan Street Groveland, MA 01834		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Lloyds Syndicate 2623	AA-1128623 82%
		INSURER B: Lloyds Syndicate 623	AA-1128623 18%
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	EH-771314-L1831061	09/10/2016	09/11/2016	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED DEDUCTIBLE \$ 1,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.  
Attendance: 100, Event Type: Art Festival.

## CERTIFICATE HOLDER

Greater Haverhill Arts Association Inc.  
Federal Church of Christ of Bradford  
Bradford Common  
Bradford, MA 01835

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Will Maddux*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Greater Haverhill Arts Association Inc. Federal Church of Christ of Bradford Bradford Common Bradford, MA 01835
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



10.3

**City of Haverhill**  
**Application for Permit for**  
**Amusements, Public Shows and Exhibitions**

Name of Organization: Creative Haverhill

Address of Organization: 21 Wingate St. Unit 104, Haverhill, MA 01830

Is the Organization a Non-Profit? Yes ☒ No ☐ (If yes, must provide evidence of non-profit status)

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

**EVENT INFORMATION**

Requesting permit for (List type of event):

"Movies by the River" free outdoor summer movie series

Date of Event: Thursdays, July 7th-August 25th Time of Event: 8:00PM

Location of Event: Municipal Parking lot on Merrimack Street between Rent-A-Center and Haverhill Bank

\* Haverhill Citizen's Center ← Indoor: if Raining Outdoor: X

Name and Address of the Owner of the Property: City of Haverhill

*If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.*

Number of Anticipated Attendees: 150-200 per movie (1200-1600 in total)

Number of Parking Spaces available on Site: 25

Have arrangements been made for offsite parking? Yes ☒ No ☐

If yes, please give details of the offsite parking: Because of the time of the movies, almost all businesses nearby on Merrimack Street are closed and there is plenty of free on-street parking, as well as parking in the Goecke Park Deck.

Are there charges or fees for parking? Yes ☐ No ☒ If yes, list charges/fees \_\_\_\_\_

Please identify the plans for solid waste disposal and recycling: Volunteers will collect trash at the end of the night and place it in the City barrels near the street. If there is more trash than will fit in the barrel, an extra heavy duty trash bag will be tied up and left next to the City barrel.

Number of public restrooms available: Permanent 1 <sup>Phoenix Rising</sup> UCC Church Portable \_\_\_\_\_

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):  
Last year the DPW provided Creative Haverhill with 8 construction cones for the duration of the series to block the entrances to the parking lot about 1 hour before the movie starts.

Are you requesting that the fees be waived? Yes ☒ No ☐  
*(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)*

Authorized Person: Jennifer Arndt

Address of Authorized Person: 38 Elm St. Haverhill, MA 01830

Telephone #/Cell #/Pager # (Indicate if Pager): 603 283 8557

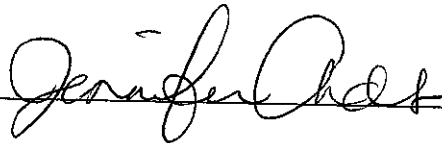
Social Security Number of Authorized Person: [REDACTED]

**Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.**

## General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts,, dues, claims and demands both in law and in equity, more especially any and all claims as a result of the issuance of this permit or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized  
Agent of Organization:



Date: 6/15/16

Signature Witnessed By: \_\_\_\_\_

Date: \_\_\_\_\_

City Council will hear this request for application on:

\_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

Applicant must attend: Yes \_\_\_\_\_ No \_\_\_\_\_

***Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.***

***Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.***

## APPROVALS:

**Fire Chief:**

Reviewed: ☒

Approved: ☒

Denied: ☐

Comments/Conditions/Requirements: So long AS Conditions Approved  
for last year are Carried Forward. (Signature)

**Recreational Director: Required for all recreational facilities:**

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements: \_\_\_\_\_

**Police Chief:**

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements: \_\_\_\_\_

**Health Inspector/Board of Health:**

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements: \_\_\_\_\_

**Building Inspector:**

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements: \_\_\_\_\_

**Public Works Director:**

Reviewed: ☐ Approved: ☐ Denied: ☐

Comments/Conditions/Requirements: \_\_\_\_\_

## **Linda Koutoulas**

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**From:** Deputy Chief William Laliberty <WLaliberty@haverhillfire.com>  
**Sent:** Wednesday, June 17, 2015 9:49 PM  
**To:** Linda Koutoulas  
**Subject:** Re: movie event

Linda,

This event is at the parking lot next to 180 Merrimack St and not 51 Merrimack St? If they are using electric power and not portable generators, I have no issues.

Thank you,

Deputy Chief William Laliberty

-----Original Message-----

**From:** Linda Koutoulas <LKoutoulas@cityofhaverhill.com>  
**To:** Deputy Chief William Laliberty <WLaliberty@haverhillfire.com>  
**Date:** Wed, 17 Jun 2015 15:31:20 +0000  
**Subject:** movie event

> Chief - I read the application wrong - the movie event for Creative  
> Haverhill is actually planned for the parking lot next to Haverhill  
> Bank on Merrimack st - not the goecke deck. Apparently, they have  
> been in touch with the City electrician and are working with him on  
> the electricity.  
> Let me know if you have issues with this event -  
>  
> Thank you and sorry for the confusion!  
> Linda  
>  
> Linda L. Koutoulas  
> Haverhill City Clerk  
> Room 118, 4 Summer St.  
> Haverhill, MA 01830  
> 978-374-2312  
>

## APPROVALS:

### Fire Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Recreational Director: Required for all recreational facilities:

Reviewed: \_\_\_\_\_ Approved: ☒ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_ If Citizens Center is available

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### Police Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Health Inspector/Board of Health:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Building Inspector:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Public Works Director:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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## APPROVALS:

### Fire Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

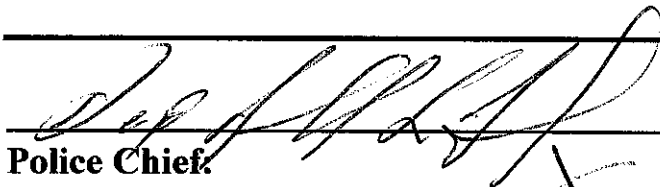
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### Recreational Director: Required for all recreational facilities:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Police Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Health Inspector/Board of Health:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Building Inspector:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Public Works Director:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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## APPROVALS:

### Fire Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Recreational Director: Required for all recreational facilities:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Police Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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*Francisco Decket*

### Health Inspector/Board of Health:

Reviewed: \_\_\_\_\_ Approved: ☒ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Building Inspector:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Public Works Director:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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## APPROVALS:

### Fire Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Recreational Director: Required for all recreational facilities:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Police Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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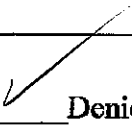
### Health Inspector/Board of Health:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Building Inspector:

Reviewed: 6/16/16 Approved:  Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_ 

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### Public Works Director:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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## APPROVALS:

### Fire Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Recreational Director: Required for all recreational facilities:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Police Chief:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Health Inspector/Board of Health:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Building Inspector:

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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### Public Works Director:

Reviewed: *me* Approved: *✓* Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

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**OFFICE USE**

**PERMIT**

Permit approved on: \_\_\_\_\_ Number of Detail Officers: \_\_\_\_\_

Proof of Insurance: Policy Number \_\_\_\_\_ Expiration date \_\_\_\_\_

Attendance Limited to: \_\_\_\_\_

Other Conditions/Requirements: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*All permits issued fully incorporate the terms and conditions of Article IV Public Shows, Exhibitions and Events of Chapter 104 of the Code of the City of Haverhill*

Signed: \_\_\_\_\_ Issued on: \_\_\_\_\_  
City Clerk



## Invoice

If printing and mailing your contract to us, please mail to:  
12 Pheasant Lane North Attleboro, MA, 02760

### *Billing Information*

#### **Creative Haverhill**

**Jenny Arndt**

21 Wingate St Unit 104

Haverhill, MA 01830

#### **Home Phone:**

**Cell Phone:** (603) 283-8557

**Office Phone:** (978) 641-3192

### *Delivery Location*

**Municipal Parking Lot on Merrimack Street between  
Haverhill Bank and Rent-A-Center**

**Jenny**

162 Merrimack St

Haverhill, MA 01831

**Order No:** 1455552

**Order Date:** 5/4/2016

**Rep:** Steve Harris

**Screen Rental Date:** 7/7/2016

**Arrival Time:** 7:15pm

**Movie Start Time:** 8:30pm

**Movie End Time:** 10:30pm

**Delivery Method:** Staffed

**Surface Type:** Pavement

Name	Qty	Total
21 ft Premiere Movie Screen	8	\$4,792.00
All Projection, Sound & Cables	8	\$0.00
Tip Your Host for Great Service!	1	\$0.00
Weather Assurance Plan - Complimentary (Sun-Wed)	8	\$0.00

**Order subtotal** \$4,792.00

**Discount** \$600.00

**Surcharge\*** \$48.00

**Delivery** \$160.00

<b>Total</b>	<b>\$4,400.00</b>
<b>Amount Paid</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$4,400.00</b>

The surcharge is added to all reservations. It is a royalty percentage payable to the owner of the registration trademark.

**Please Note: Final Balances are due 14 days prior to your event date.**

Your reservation is not confirmed in our system until we have received your signed contract (either online, fax or mail).

## **Event Rental Agreement**

Our goal is to provide you with friendly, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation. By making your deposit payment or payment in full, you are agreeing to these terms and conditions described on the front invoice and below. Please read the following and feel free to call anytime with questions or concerns.

### **DEPOSITS & FINAL PAYMENTS**

**DEPOSITS:** An initial deposit in the amount of 50% of your event total (or a minimum of \$250) is required to confirm your event date along with a signed copy of this contract. This deposit is non-refundable inside 60 days from your event date. The final balance for your equipment rental is due 14 days prior to event date. For reservations made inside 14 days, the full payment is due to confirm the reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed contract.

**FINAL PAYMENTS:** Your screen rental is subject to cancellation if we have not received your final payment 14 days prior to your event. If you cannot make the final payment at least 14 days prior to your event date, please notify us so that we can make alternate acceptable payment arrangements, or cancel your reservation in our system. **There is a \$35 charge for all returned checks.**

### **CANCELLATION FEE POLICY**

<b>We always give you 9 full months to reschedule your event date instead of forfeiting funds</b>	
<b>Cancellation Inside 30 Days from Event Date</b>	<b>No Refund</b>
<b>Cancellations 30-59 Days from Event Date</b>	<b>1/2 of Deposit Refunded</b>
<b>Cancellations 60+ Days from Event Date</b>	<b>Full Refund, Less a \$39 Fee</b>

### **RESCHEDULING FEE POLICY**

**We sell out quickly and often months in advance. We do not "overbook" our screens or dates. When you reserve with us, you are holding a date and screen that we cannot sell to someone else.**

**This fee policy does not apply to weather related rescheduling. Weather related rescheduling can only be done the day of your event, not several days in advance (see Weather Policy below)**

Rescheduling <b>Inside 14 Days</b> from Event Date	\$149 Fee
Rescheduling <b>15-29 Days</b> from Event Date	\$99 Fee
Rescheduling <b>30+ Days</b> from Event Date	\$39 Fee

## **INFORMATION & TERMS**

*Your movie rental package consists of a complete outdoor theater, including delivery, set-up & removal, and liability insurance covering our equipment and services. A friendly FunFlicks Technical Host will provide you with everything you see listed here:*

- Giant Inflatable Movie Screen
- LCD High Definition (HD) Projection
- Amplified Concert Grade Speakers
- Blu-ray DVD Player
- Sound Mixer, Including Microphone
- Standard Rental Time is for a full-feature movie (ask about our Double Feature to add a second movie, or video gaming!)

### **Screen Sizes and Projection Distances**

10-foot screen: 11' Tall x 12' Wide x 4' Deep + Add 10' for Projector Table (16:9 Widescreen)

16-foot screen: 16' Tall x 16' Wide x 12' Deep + Add 12' for Projector Table (4:3 Full Screen)

21-foot screen: 16' Tall x 22' Wide x 16' Deep + Add 15' for Projector Table (16:9 Wide Screen or 4:3 Full Screen)

26-foot screen: 22' Tall x 30' Wide x 21' Deep + Add 25' for Projector Table (16:9 Wide Screen)

32-foot screen: 25' Tall x 34' Wide x 25' Deep + Add 30' for Projector Table (16:9 Wide Screen)

40-foot screen: 28' Tall x 40' Wide x 28' Deep + Add 35' for Projector Table (16:9 Wide Screen)

We place a large tarp on the ground that is equal to the above dimensions. The inflated screen will sit on the tarp. The sound system sits just in front of the screen at the corners. The projector will sit on our projection table approximately 10-35 feet in front of, or behind the screen (for rear projection), depending on screen size. The projector table is not tall and your guests can sit in front of, behind or beside the projector table. The screen **will NOT** fit under most awnings, pavilions or many trees due to the height.

## **EVENT DAY RESPONSIBILITIES**

**1. RENTAL PERIOD:** Please verify the Movie Start Time on your invoice. This is when we start the movie or entertainment you provide. If you desire to start later, please inform us when we call you the morning of your event. Your Host is expecting a 2 - 2.5 hour event (not including setup/breakdown time). **If you start late, and your show runs late, you are agreeing to an extension of your rental agreement starting with the 15th minute after your scheduled end time at a rate of \$50 per 1/2 hour, with a 30 minute minimum, no pro-rating.**

**2. EVENT DAY CONFIRMATION CALL:** You must be available to take our call between 9:00 AM - 12:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your function. We will also discuss details about your event Host and weather. **We are not able to dispatch our FunFlicks Host, unless we speak with you and confirm your event for that day.** You can agree to receive a text message confirmation from us in lieu of a phone call, if weather is "nice" for the day of your event (less than 20% chance of rain and winds forecasted less than 15 MPH)

**3. FUNFLICKS HOST ARRIVAL:** Your FunFlicks Host will arrive approximately 1 hour before Movie Start Time indicated at the top of this contract (1.5 hours prior for Popcorn Events). Your FunFlicks Host will call you approximately 30 minutes-2 hours before this arrival time to introduce himself/herself and review driving directions. Sometimes a Host may be delayed due to traffic and other circumstances. **We don't consider a Host late unless the movie did not start on time.** If your Host is running behind, he/she will call you en-route to keep you informed of arrival time. Understand, this equipment can be set up in as little as 30 minutes. We tell the Hosts to arrive 1 hour prior to show time to allow for any emergencies or problems with your set-up location, etc. There is buffer room to allow the Host to have a complete set-up ready by the official Movie Start Time indicated at the top of this contract.

**3. FUNFLICKS HOST RESPONSIBILITIES:** Fully hosted events are subject to host availability and are not guaranteed. This means that we reserve the right to have our host deliver, setup and break down your equipment as scheduled, but not stay on-site during the entire event. Your FunFlicks host is provided to deliver & setup equipment, change media, connect gaming consoles & serve popcorn (where applicable), make adjustments and breakdown equipment at the end of your rental period. Our hosts love to help and will do just about anything to make your event great (and earn a tip!), but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside their primary duties listed here.

**4. PARKING & UNLOADING:** Customer must provide an area for parking and unloading within a reasonable distance from

**5. SETUP & BREAKDOWN OF EQUIPMENT:** Fully hosted events are subject to host availability and are not guaranteed. We reserve the right to drop off equipment at your location. If we must drop off equipment for your event, it is agreed that a FunFlicks representative is the only person to deliver, setup, breakdown and put away equipment. Customer is not to move the equipment in any fashion other than inserting media into DVD/Blu-ray player, pushing play/stop buttons, turning projector on/off or adjusting volume. Customer assumes the risk and responsibility for damage for all other actions. In the event of rain, customer is expected to move and/or cover equipment to protect it from water damage.

**6. SCREEN LOCATION, SIZE & SURFACE TYPE:** You are responsible for ensuring our screen will fit at your location. Please refer to the Screen Sizes & Projection Distances above. We normally secure our screens by placing stakes in the ground and securing ropes to the screen. If your event is held on concrete or other surface that will not accept stakes, **you will need to provide weighted items to tie off to.** Examples would be 35-50 gallon trash cans filled with water, large concrete cinder blocks, anything that weighs 50+lbs. We would require 4-8 weighted items depending on wind that night. If there are sprinkler systems in the area, please ensure they are turned off for the duration of your rental period.

**7. LIGHTING:** Make sure there is the least amount of light possible in the area where the screen will be located. Because our screens are capable of both front & rear projection (16' & 21' ONLY), any lights behind the screen will be seen through the screen during your film. Please keep this in mind when selecting a location for your screen rental.

**8. ELECTRICAL REQUIREMENTS:** You must provide 16 110volt/20amp electric circuits/breakers. For distance over 200 ft from screen setup location, you must also provide 12 gauge extension cords. We provide the first 200' as part of our setup. Screen location can be no farther than 200 ft since your breaker will likely trip due to such a long cord run. If you provide a generator, a model with 3500+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if a customer provided generator will not power our equipment.

**9. CUSTOMER PROVIDED MEDIA:** You are responsible for providing a commercial DVD or Blu-ray disc for your event.

**A.** We are not responsible for custom burned media that does not work in our equipment.

**B.** Any public performance licenses associated with any movie or media to be played or any other permits required by any regulation are the sole responsibility of the customer.

**10. NON-MOVIE EVENTS:** If you are using our equipment for something other than a movie, please note the following:

**a. Live TV Events:** Customer is responsible for providing a fully functional cable or satellite box extended to the location where our projection table will be setup. Live TV Events require an additional charge as part of your reservation.

**b. Video Gaming Events:** Customer is responsible for providing all video game consoles, games, controllers and any other equipment needed to play. FunFlicks is providing the adapters need to connect your gaming console to our projection and sound system. The use of video gaming on our system any time during your event requires the purchase of the Video Game Option as part of your reservation. **NOTE:** HDMI connections are not supported and your game system must have RCA connections to work with our systems.

**c. Laptop/PC Connections & Presentations:** Our projection systems support VGA connections for video. Customer is responsible for providing a working laptop/PC with a VGA connection. We are not responsible for incompatibility with your system, software or connection types.

**11. CUSTOMER RESPONSIBILITY:** It is the customer's FULL RESPONSIBILITY to ensure the safety of our host & equipment, and will be held 100% liable for damage due to recklessness, vandalism, neglect, accident, sprinkler systems, or for whatever reason will be the responsibility of individual/company listed on our invoice as Customer. Full payment for damage to equipment or labor for cleanup will be expected within 7 days of your event. You will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet. This covers our time for cleaning and drying all equipment. Your actual charge may be higher once we determine actual damage to our equipment.

## **WEATHER POLICY:**

**We DO NOT cancel your event for weather related reasons until the day of your event.**

Weather predictions change (often!) --- we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your rental, you will be required to pay a rescheduling or cancellation fee (see Fee Schedule).

**50%+ CHANCE OF RAIN:** If there is a 50%+ chance of rain or if winds are forecasted to be 18+ MPH for the period starting two hours before, during and two hours after your event, we reserve to the right to cancel your rental for that date in order protect our equipment and the safety of our hosts. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize possible wind damage to our screens.

**LESS THAN 50% CHANCE OF RAIN:** We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

weather percentages. Simply visit [www.weather.com](http://www.weather.com) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following four options:

1. **Move your event indoors:** (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. **Postpone/Reschedule:** You can reschedule your screen rental in accordance with the Weather Assurance Plan included with your reservation.
3. **Take Your Chances:** If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
4. **Proceed With Backup Plan:** We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with your selected Weather Assurance Plan.

**FunFlicks does not refund event payments in case of weather related cancellations. You will have 9 months to reschedule your movie screen rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan included with your reservation. The Complimentary Weather Insurance Plan is LIMITED TO SUNDAY-WEDNESDAY reschedule dates unless you purchased an upgrade to the Weekend Weather Assurance Plan at the time you made your reservation.**

**ADVERTISING, PHOTOGRAPHS & PROMOTION:** The Lessee gives its full consent and permission to FunFlicks Outdoor Movies its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this Event. In addition, FunFlicks may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

**MALFUNCTIONING EQUIPMENT:** If the equipment malfunctions or fails as a result of normal use during an event, FunFlicks will attempt to replace the equipment with similar equipment in good working order, if available, as soon as possible. FunFlicks is not responsible for any incidental, consequential or emotional damages caused by delays, equipment malfunction or otherwise. FunFlicks will make every attempt to provide a successful screen rental for your function. All equipment is new and under warranty for your assurance - however there is always a risk of malfunctioning equipment. FunFlicks will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail and you do not get an event on your scheduled date.

**COMPLETE AGREEMENT:** This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this contract. Any rescheduled event is subject to availability at the time of cancellation or postponement.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

**Signed online by 73.234.63.20 @ 1:06pm  
on 05/12/2016**

Signature

**05/12/2016**

Date

**Jenny Arndt**  
Printed Name





10795 Watson Road • St. Louis, MO • 63127  
Phone: 800-876-5445 • Fax: 314-966-3472

**ORIGINAL INVOICE**

Order Number: RG 1350928  
Order Date: 06/03/16

Bill-To Customer: 0036257-001

Ship-To Customer: 0036257-001

Jenny Arndt  
Arts & Culture Coordinator  
Creative Haverhill (GHCOC)  
PO Box 205  
Haverhill, MA 01831

Jenny Arndt  
Arts & Culture Coordinator  
Creative Haverhill (GHCOC)  
38 Elm Street  
Haverhill, MA 01830

Order: 1350928

Terms: DUE UPON RECEIPT

--Line--								
#	Typ Qty	Ship Date	Product Description			Unit Price	Total Price	
1	RT 1	06/29/16	HOTEL TRANSYLVANIA 2 Widescreen DVD Planned Usage From: 07/07/16 to 07/07/16			375.00	375.00	
2	RT 1	07/07/16	SCHOOL OF ROCK Widescreen DVD Planned Usage From: 07/14/16 to 07/14/16			275.00	275.00	
3	RT 1	07/14/16	SISTER ACT Widescreen DVD Planned Usage From: 07/21/16 to 07/21/16			275.00	275.00	
4	RT 1	07/21/16	THE MIGHTY DUCKS Widescreen DVD Planned Usage From: 07/28/16 to 07/28/16			275.00	275.00	
5	RT 1	07/28/16	INSIDE OUT (2015) Widescreen DVD Planned Usage From: 08/04/16 to 08/04/16			375.00	375.00	
6	RT 1	08/04/16	ZOOTOPIA Widescreen DVD Planned Usage From: 08/11/16 to 08/11/16			375.00	375.00	
7	RT 1	08/11/16	FIELD OF DREAMS Widescreen DVD Planned Usage From: 08/18/16 to 08/18/16			325.00	325.00	

Continued On Next Page

**Please remit payment to: 2844 Paysphere Circle, Chicago, Illinois 60674**



10795 Watson Road • St. Louis, MO • 63127  
Phone: 800-876-5445 • Fax: 314-966-3472

Page: 2

**ORIGINAL INVOICE**

Order Number: RG 1350928  
Order Date: 06/03/16

Bill-To Customer: 0036257-001

Ship-To Customer: 0036257-001

Jenny Arndt  
Arts & Culture Coordinator  
Creative Haverhill (GHCOC)  
PO Box 205  
Haverhill, MA 01831

Jenny Arndt  
Arts & Culture Coordinator  
Creative Haverhill (GHCOC)  
38 Elm Street  
Haverhill, MA 01830

Order: 1350928

Terms: DUE UPON RECEIPT

--Line--

#	Typ	Qty	Ship Date	Product Description	Unit Price	Total Price
---	-----	-----	-----------	---------------------	------------	-------------

For further information, please contact  
Britney Stiles  
at 1-800-876-5577

\*\*\*\*\*  
\* PAYMENT DUE before SHIP DATE \*  
\* For Credit Card Payments, please call 800-876-5445. \*  
\*\*\*\*\*

Item Subtotal: 2,275.00  
Estimated Freight: 196.00  
BALANCE DUE: \$2,471.00

**Please remit payment to: 2844 Paysphere Circle, Chicago, Illinois 60674**



21 Wingate Street, Unit 104 • Haverhill, MA 01830  
Phone: (978) 641-3192 • E-Mail: [jenny@creativehaverhill.org](mailto:jenny@creativehaverhill.org)  
Web: [www.creativehaverhill.org](http://www.creativehaverhill.org)

Date: June 20, 2016

City Council  
4 Summer Street, Room 204  
Haverhill, MA 01830

Dear Council Members:

Creative Haverhill requests permission to hold our annual "Movies by the River" outdoor summer movie series in the municipal parking lot on Merrimack Street, between Rent-A-Center and Haverhill Bank. The series will take place Thursday evenings at dusk (around 8pm) for a period of 8 weeks, beginning July 7<sup>th</sup> and ending August 25<sup>th</sup>. In case of rain, movies will take place indoors at the Haverhill Citizens Center. Permission from Recreation Department Director Vincent Ouelette has been secured, and Creative Haverhill will pay all custodial fees as needed.

Last year, "Movies by the River" provided free, family entertainment to a total of 1,200 participants of all ages. This year we hope to average at least 200 guests per movie for a total of 1,600 – 2,000 participants. Additionally, we plan to provide pre-movie entertainment to go along with the screening, such as a street hockey game before "The Mighty Ducks," and a costume contest before "Hotel Transylvania 2". We are excited about how this series can grow into something families look forward to each year. We are also hopeful that activating this particular location on Merrimack Street will go hand in hand with the efforts of the Harbor Place Project team and the City of Haverhill to transform the perception of the Merrimack Street end of the Downtown and encourage residents to enjoy the boardwalk and its river views.

"Movies by the River" is a free event that is open to the public. All ages are welcomed and encouraged to attend. The event is sponsored in part by Haverhill Bank, and a grant from the Haverhill Cultural Council, a local agency funded by the Massachusetts Cultural Council, a state agency. Restroom access is available this year, through the generosity of the Phoenix Rising UCC Church, who will be opening their doors each Thursday night.

Creative Haverhill, Inc. would like the Council's permission to hold our "Movies by the River" series at the following dates and times: Thursday, July 7<sup>th</sup> from 6:30-10:00PM; Thursday July 14<sup>th</sup> from 6:30-10:00PM; Thursday, July 21<sup>st</sup> from 6:30-10:00PM; Thursday, July 28<sup>th</sup> from 6:30-10:00PM; Thursday, August 4<sup>th</sup> from 6:30-10:00PM; Thursday, August 11<sup>th</sup> from 6:30-10:00PM; Thursday, August 18<sup>th</sup> from 6:30-10:00PM; and Thursday, August 25<sup>th</sup> from 6:30-10:00PM. Creative Haverhill also requests that the permit fees be waived for this fantastic community event.

Finally, Creative Haverhill requests permission to display a 3'x8' banner on stakes near the sidewalk at the event site for the months of July and August to help residents and visitors to know where the series is taking place. The banner will include the series title and tagline, web address for more information, Haverhill Bank's logo, and the rain location.

Thank you for your consideration,

Jennifer Arndt  
Arts & Culture Coordinator



# Haverhill

11.1

City Clerk's Office, Room 118  
Phone: 978-374-2312 Fax: 978-373-8490  
cityclerk@cityofhaverhill.com

Date JUN 20 2016

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for **TAG DAYS**:

Organization: Haverhill Suburban Pony League Applicant's Name: Wendy Guerin  
Applicant's Residence: 308 Wayne St Applicant's Signature: Wendy Guerin

(3 CONSECUTIVE DAYS ONLY, ONE OF WHICH MAY INCLUDE SOLICITATION ON A PUBLIC WAY)

Date of Tag Day Request(s): July 8 2016 Date Solicitation on a Public Way: N/A  
Canister: \_\_\_\_\_ Tag: ✓ Fee: \$ 10.00

**STREET LOCATIONS (SELECT BELOW):**

Rosemont St and Main St \_\_\_\_\_

Water st and Mill st \_\_\_\_\_

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenoza Ave  
(Monument Square) \_\_\_\_\_

**OFF STREET LOCATIONS (SPECIFY OTHER):**

Market Baskets (3)

Heavenly Donuts (2)

**Office Use Only**

Recommendation by Police Chief: ✓ Approved \_\_\_\_\_  
\_\_\_\_\_ Denied \_\_\_\_\_

Alan R. P. [Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

City of Haverhill

Limousine/Livery License

12.

Honorable President and Members of the Haverhill City Council: 1 Limousine

The undersigned respectfully asks that he/she may receive a Limousine/Livery License -

Place of business being: 695 South Main St, Haverhill, MA 01835

Name of Business: Boh Voyage Limo

Address:

Applicant: Raif wakim

Applicant phone number:

Zoning Approval Letter received (must have approval from building department):

Business Certificate # and expiration date:

Haverhill, MAY 24 2016, 20\_\_

Office use only

New/Renew (circle one)

Fee: \$100 per vehicle -- annual fee

No. of Vehicles:

Registration # of vehicles (photocopies of actual registrations must be provided to Clerk's office):

In Municipal Council, \_\_\_\_\_, 20\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approve ☒

Denied ☐

Alan R. P. Law Police Chief

Haverhill City Code: Chapter 230 Sec. 26, 27, 33

Please complete back side of this application

City of Haverhill

Taxi License – Ch.230 sec.1-26

12-01  
\$400  
5/11/16

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive taxi license(s):

Place of business being: 195 Washington St, Haverhill, MA 01832

Name of Business: Haverhill Taxi LLC

Address:

Applicant: Wisvel Joseph

Applicant phone number: 978-601-3996

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New/Renew (circle one)

Fee: \$150 per vehicle – annual fee 1700

No. of Vehicles: 6

Registration # of vehicles (photocopies of actual registrations must be provided to Clerk's office):

In Municipal Council

20

Attest:

City Clerk

Approve

Denied

Alan R. P. [Signature]

Police Chief

Haverhill City Code: Chapter 230 Sec. 1-26

Please complete back side of this application

City of Haverhill

Taxi License – Ch.230 sec.1-26

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive taxi license(s) -

Place of business being:

Name of Business:

Address:

Applicant: Brian J. House

Applicant phone number:

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New/Renew (circle one)

Fee: \$150 per vehicle – annual fee

No. of Vehicles: 12

Registration # of vehicles (photocopies of actual registrations must be provided to Clerk's office):

MAY 26 2016

In Municipal Council:

20\_\_

Attest:

City Clerk

Approve ☒

Denied ☐

*Alan R. P. P.*

Police Chief

Haverhill City Code: Chapter 230 Sec. 1-26

Please complete back side of this application



Renew

City of Haverhill

Taxi Driver License - Ch.230 sec.20

pd  
5/12  
\$50

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: JOSEPH WISVEL WISVEL Joseph

Address: 114 PILLING ST HAV MA 01832

Applicant phone number: 978-601-3996

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New/Renew (circle one)

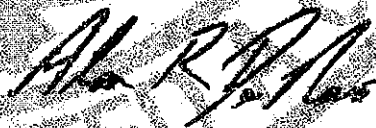
Fee: \$50 - annual fee

In Municipal Council, \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ City Clerk

Approve ☒

Denied ☐

  
Police Chief

Please complete back side of this application

City of Haverhill

Taxi Driver License – Ch.230 sec.20

pd  
\$ 50  
5/12

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: WINDY P MUNIZ

Address: 22 NEW ST HAVERHILL MA 01830

Applicant phone number: 978-601-3920

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

☒ New ☐ Renew (circle one)

Fee: \$50 – annual fee

In Municipal Council, \_\_\_\_\_

20\_\_

Attest: \_\_\_\_\_

City Clerk

Approve ☒

Denied ☐

*Ala R. P. [Signature]*

Police Chief

Please complete back side of this application

City of Haverhill

Taxi Driver License – Ch.230 sec.20

PA \$50  
5/12

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: JOHN F RIVERA

Address: 45 AUBURN ST A2 HAV MA 01830

Applicant phone number: 978-305-0149

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New/Renew (circle one)

Fee: \$50 – annual fee

In Municipal Council, \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ City Clerk

Approve ☒

Denied ☐

*Alvin R. [Signature]*

Police Chief

Please complete back side of this application

City of Haverhill

Taxi Driver License – Ch.230 sec.20

PA \$50  
5/12

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: SHAWN R. NOEL

Address: 8 SHEPHERD ST #1 HAV MA 01832

Applicant phone number: 978-476-0050

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New/Renew (circle one)

Fee: \$50 – annual fee

In Municipal Council, \_\_\_\_\_ 20\_\_

Attest.

\_\_\_\_\_  
City Clerk

Approve ☒

Denied ☐

  
\_\_\_\_\_  
Police Chief

Please complete back side of this application

City of Haverhill

Taxi Driver License – Ch.230 sec.20

\$50  
RA  
5/12

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: JAMES D. ISAAC

Address: 492 MAIN ST #2  
2018th AVE HAV MA 01830

Applicant phone number: 978-641-4789

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New/Renew (circle one)


Fee: \$50 – annual fee

In Municipal Council, \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ City Clerk

Approve ☒

Denied ☐

  
Police Chief

Please complete back side of this application

City of Haverhill

Taxi Driver License – Ch.230 sec.20

89  
5/12  
\$50

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: MARION R. CALDERON

Address: ~~125~~ 58 CHARLES ST #2 HAV MA 01830

Applicant phone number: 978-556-2789

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New/Renew (circle one)


Fee: \$50 – annual fee

In Municipal Council, \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ City Clerk

Approve ☒

Denied \_\_\_\_\_

  
Police Chief

Please complete back side of this application





Document

CITY OF HAVERHILL

In Municipal Council

16.1

Ordered:

That as part of the fiscal year 2017 annual budget the sum of \$1,250,000 be raised and appropriated into the Stabilization account.





Document

CITY OF HAVERHILL

In Municipal Council

16.2

Ordered:

That as part of the fiscal year 2017 annual budget the sum of \$393,175 be raised and appropriated from the Parking Fund for the purposes outlined in the attached document in the column labeled 'FY17 Mayor Allowed'.

# Parking Fund

## Parking Services Fund Budget Report

	FY14 Actual	FY15 Actual	FY16 Y-T-D Actual	FY16 Budget	FY17 Request	FY17 Mayor Allowed	Mayor Change	Budget Change	Budget Perc
Concession Revenue	(\$65,020)	(\$8,333)	(\$150,485)	(\$200,000)	(\$393,175)	(\$393,175)	\$0	(\$193,175)	96.59
Transfer to General Fund	\$0	\$0	(\$200,000)	(\$200,000)	\$0	\$0	\$0	(\$200,000)	(100.00)
	(\$65,020)	(\$8,333)	(\$350,485)	(\$400,000)	(\$393,175)	(\$393,175)	\$0	\$6,825	
Salaries-Parking Services	\$21,668	\$21,944	\$9,315	\$0	\$23,285	\$23,285	\$0	\$23,285	0.00
Rep & Maint-Parking Services	\$19,450	\$0	\$29,019	\$0	\$64,200	\$64,200	\$0	\$64,200	0.00
Signage-Parking Services	\$1,532	\$0	\$2,660	\$0	\$3,000	\$3,000	\$0	\$3,000	0.00
Contract Mgmt Fee-Parking Services	\$0	\$22,440	\$288,027	\$400,000	\$120,965	\$120,965	\$0	(\$279,035)	(69.76)
Consultant Fees-Parking Services	\$2,568	\$6,033	\$3,810	\$0	\$8,000	\$8,000	\$0	\$8,000	0.00
Marketing Costs-Parking Services	\$0	\$0	\$8,485	\$0	\$0	\$0	\$0	\$0	0.00
Office Supplies-Parking Services	\$85	\$190	\$0	\$0	\$225	\$225	\$0	\$225	0.00
Printed Supplies-Parking Services	\$525	\$0	\$0	\$0	\$500	\$500	\$0	\$500	0.00
Dues & Memberships-Parking Services	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00
Capital-Parking Services	\$0	\$0	\$0	\$0	\$173,000	\$173,000	\$0	\$173,000	0.00
Transfer to GF	\$50,879	\$50,607	\$341,317	\$400,000	\$393,175	\$393,175	\$0	\$0	0.00
	(\$14,142)	\$42,274	(\$9,168)	\$0	\$0	\$0	\$0	(\$6,825)	



Document

CITY OF HAVERHILL

In Municipal Council

16, 3

Ordered:

That as part of the fiscal year 2017 annual budget the sum of \$7,970,531 be appropriated to operate the Water Department for items marked as appropriation on the attached and \$7,417,158 come from Water revenue, \$801,894 to come from Water retained earnings and that \$248,521 be appropriated in the General Fund and funded from Water receipts.

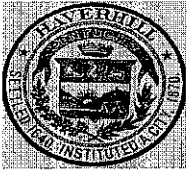
Introduced by the Mayor James J. Fiorentini  
an Order Concerning Appropriations for the Fiscal Year Beginning July 1, 2016

Ordered that the following sums, designated as appropriations, are hereby appropriated in the Water Fund of the City of Haverhill and that \$248,521 be appropriated in the General Fund and funded from Water revenue.

	Salaries Appropriation	Expenses Appropriation	Capital Appropriation	Total City	Other Assessments From General Fund	Grand Totals
General Operations	2,078,164	2,291,816	1,099,500	5,469,480		5,469,480
Engineering	347,270	80,200		427,470		427,470
Transfers		0		0	248,521	248,521
Benefits	825,889			825,889		825,889
Debt		1,104,858		1,104,858		1,104,858
Reserves		0		0		0
Insurance		142,834		142,834		142,834
<b>Total Water Fund</b>	<b>3,251,323</b>	<b>3,619,708</b>	<b>1,099,500</b>	<b>7,970,531</b>	<b>248,521</b>	<b>8,219,052</b>

Be it further ordered that the City appropriations and assessments in the Water Fund are to be financed by estimated revenues drawn from the following sources.

	Charges for Services	Other Revenue	Engineering Fees	Total Revenue	Available Fund Balance	Grand Totals
Water Fund	7,161,158	154,000	102,000	7,417,158	801,894	8,219,052
<b>Total Water Fund</b>	<b>7,161,158</b>	<b>154,000</b>	<b>102,000</b>	<b>7,417,158</b>	<b>801,894</b>	<b>8,219,052</b>



Document

CITY OF HAVERHILL

In Municipal Council

164

Ordered:

That as part of the fiscal year 2017 annual budget the sum of \$9,580,545 be appropriated to operate the Wastewater Department for items marked as appropriation on the attached and \$9,197,978 come from Wastewater revenue, \$947,739 to come from Wastewater retained earnings and that \$565,172 be appropriated in the General Fund and funded from Wastewater receipts.

Introduced by the Mayor James J. Fiorentini  
an Order Concerning Appropriations for the Fiscal Year Beginning July 1, 2016

Ordered that the following sums, designated as appropriations, are hereby appropriated in the Wastewater Fund of the City of Haverhill and that \$565,172 be appropriated in the General Fund and funded from Wastewater revenue.

	Salaries	Expenses	Capital	Total City	Other Assessments	Grand Totals
	Appropriation	Appropriation	Appropriation		From General Fund	
General Operations	2,280,293	3,395,418	557,000	6,232,711		6,232,711
Stormwater	35,360	251,000	150,000	436,360		436,360
Transfers	0	0	0	0	565,172	565,172
Benefits	921,424			921,424		921,424
Debt		1,899,984		1,899,984		1,899,984
Reserves		0	0	0		0
Insurance		90,066		90,066		90,066
<b>Total Wastewater Fund</b>	<b>3,237,077</b>	<b>5,636,468</b>	<b>707,000</b>	<b>9,580,545</b>	<b>565,172</b>	<b>10,145,717</b>

Be it further ordered that the City appropriations and assessments in the Wastewater Fund are to be financed by estimated revenues drawn from the following sources.

	Charges for	Other	Total	Available	Grand Totals
	Services	Revenue	Revenue	Fund Balance	
Wastewater Fund	9,052,978	145,000	0	947,739	10,145,717
<b>Total Wastewater Fund</b>	<b>9,052,978</b>	<b>145,000</b>	<b>0</b>	<b>947,739</b>	<b>10,145,717</b>



Document

CITY OF HAVERHILL

In Municipal Council

16.5

Ordered:

That as part of the fiscal year 2017 annual budget the sum of **\$171,474,086** be and is hereby raised and appropriated within the categories as designated as appropriated on the attached and further that said appropriation be funded in the following manner:

\$248,521	Water Receipts
\$565,172	Wastewater Receipts
\$2,629,089	Free Cash
<b>\$171,474,086</b>	<b>Taxation and Other Receipts</b>

Introduced by Mayor James J. Fiorentini  
an Order Concerning Appropriations for the Fiscal Year Beginning July 1, 2016  
Ordered that the following sums, designated as appropriations, are hereby appropriated in the General Fund of the City of Haverhill.

City Council  
City of Haverhill  
Submitted June 28, 2016

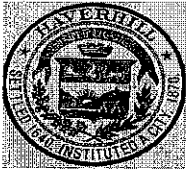
	Salaries		Expenses		Capital	Department		State and Other	Grand Totals
	Appropriation		Appropriation		Appropriation	Totals	Assessments		
<b>General Government</b>									
City Council	114,750		49,400		0	164,150			164,150
Mayor's Office	233,668		33,000			266,668			266,668
Auditor's Office	254,120		97,560			351,680			351,680
Treasurer/Collector	360,391		245,800			606,191			606,191
Assessing	196,877		152,800			349,677			349,677
Purchasing	102,387		81,900			184,287			184,287
Law Department	66,415		191,000			257,415			257,415
Human Resources	162,759		23,970			186,729			186,729
Municipal Information Systems	101,760		399,000		65,500	566,260			566,260
City Clerk	297,503		83,465			380,968			380,968
	2,036,230		1,380,895		65,500	3,462,625	0		3,462,625
<b>Community &amp; Economic Development</b>									
Conservation Commission	60,444		3,470			63,914			63,914
Building & Zoning	232,970		0			232,970			232,970
Inspectional & Health Services	395,990		41,400		0	437,390			437,390
Economic Development	190,844		142,595			333,439			333,439
	880,248		187,465		0	1,067,713	0		1,067,713
<b>Public Safety</b>									
Police Department	9,240,743		1,290,332		142,195	10,673,270			10,673,270
Crossing Guards	0		95,000			95,000			95,000
Fire Department	9,645,347		769,499		43,000	10,457,846			10,457,846
Emergency Management	0		0		0	0			0
	18,886,090		2,154,831		185,195	21,226,116	0		21,226,116
<b>Education</b>									
Whittier Regional School	0		7,456,438		0	7,456,438			7,456,438
North Shore/Essex Regional School			713,000			713,000			713,000
School Transportation			60,000			60,000			60,000
School Department	59,003,248		14,750,812			73,754,060			73,754,060
	59,003,248		22,980,250		0	81,983,498	0		81,983,498
<b>Public Works</b>									
Administration	51,462		16,455		0	67,917			67,917
Highways	878,105		557,500		0	1,435,605			1,435,605
Solid Waste/Recycling	78,525		4,032,230			4,110,755			4,110,755
Parking Area	0		26,250		0	26,250			26,250
Street Marking Division	0		58,500		0	58,500			58,500
Fleet Maintenance	200,252		84,650		0	284,902			284,902
Building Maintenance	79,425		225,500		0	304,925			304,925
Park Department	305,761		245,732		0	551,493			551,493
Street Lighting	0		828,000		0	828,000			828,000
Snow & Ice Removal	229,033		470,967		0	700,000			700,000



Introduced by Mayor James J. Fiorentini  
an Order Concerning Appropriations for the Fiscal Year Beginning July 1, 2016  
Ordered that the following sums, designated as appropriations, are hereby appropriated in the General Fund of the City of Havertill.

City Council  
City of Havertill  
Submitted June 28, 2016

	Salaries	Expenses	Capital	Department	State and Other	Grand Totals
	Appropriation	Appropriation	Appropriation	Totals	Assessments	
<b>Human Services</b>						
Citizens Center	268,349	130,300	0	398,649		398,649
Veterans Service	51,864	1,034,050	0	1,085,914		1,085,914
Senior Services	64,230	4,200	0	68,430		68,430
Stadium Commission	0	9,443	0	9,443		9,443
Recreation	62,017	96,000	0	158,017		158,017
Public Library	956,859	310,384	0	1,266,243		1,266,243
	1,402,119	1,584,377	0	2,986,496		2,986,496
<b>Debt Service</b>		8,472,266		8,472,266		8,472,266
<b>Employee Benefits</b>						
Retirement Fund	15,251,356			15,251,356		15,251,356
Non-Contributory Pensions	65,000			65,000		65,000
Unemployment Compensation	200,000			200,000		200,000
Group Insurance	23,604,888			23,604,888		23,604,888
Mitigation and Health Trust Closeout	0			0		0
Payroll Taxes (FICA/Medicare)	1,120,000			1,120,000		1,120,000
Workers Compensation	410,000			410,000		410,000
Indemnification of Retirees	272,500			272,500		272,500
Sick Leave Bank	75,000			75,000		75,000
Long Term Disability	2,100			2,100		2,100
Vacation Accrual	50,000			50,000		50,000
Injured on Duty Claims	157,500			157,500		157,500
	41,208,344			41,208,344		41,208,344
<b>Other</b>						
Capital Projects			820,000	820,000		820,000
General Liability Insurance		933,402		933,402		933,402
Salary Reserve	436,325			436,325		436,325
Stabilization Fund		0		0	1,250,000	1,250,000
Budget Reserve		528,952		528,952		528,952
School Stabilization	0			0	0	0
Other Deficits (Snow & Ice)					140,830	140,830
State Assessments (Cherry Sheets)				0	5,126,358	5,126,358
Reserve for Abatelements and Exemptions (Overlay)					550,000	550,000
	436,325	1,462,354	820,000	2,718,679	7,067,188	9,795,867
<b>Total General Fund</b>	<b>125,675,168</b>	<b>44,728,222</b>	<b>1,070,895</b>	<b>171,474,086</b>	<b>7,067,188</b>	<b>178,541,274</b>



Document

CITY OF HAVERHILL

In Municipal Council

16A

Ordered:

That the following amounts be transferred from the accounts listed below:

Wastewater Retained Earnings	\$99,500
------------------------------	----------

Into the accounts listed below:

Wastewater Electricity	\$30,000
Wastewater Heat & Hot Water	\$8,500
Wastewater Normal Maintenance	\$19,000
Wastewater Sludge Disposal	\$42,000



# Haverhill

Robert E. Ward, Deputy DPW Director  
Water/Wastewater Division  
Phone: 978-374-2382 Fax: 978-521-4083  
[rward@haverhillwater.com](mailto:rward@haverhillwater.com)

June 23, 2016

To: The Honorable James J. Fiorentini  
Mayor of Haverhill

From: Robert E. Ward  
Deputy DPW Director

Subject: Request to Transfer Wastewater Retained Earnings Funds to various  
Wastewater Expense Accounts

It is hereby respectfully requested that the amounts listed below be transferred from Wastewater Retained Earnings to various Wastewater Expenses Accounts.

Wastewater Retained Earnings Transferred from:	Amount	Wastewater Account to be Transferred to:	Line Item
Wastewater Retained Earnings	\$30,000	Electricity	6010040.1.0442.5211
Wastewater Retained Earnings	\$8,500	Heat & Hot Water	6010040.1.0442.5212
Wastewater Retained Earnings	\$19,000	Normal Maintenance	6010040.1.0442.5253
Wastewater Retained Earnings	\$42,000	Sludge Disposal	6010040.1.0442.5291

Please call me at extension 2382 or email [rward@haverhillwater.com](mailto:rward@haverhillwater.com) if you need additional information.

Cc: John A. Michitson, City Council President  
and Member of the City Council  
Michael Stankovich, DPW Director  
Charles Benevento, Finance Director  
Alicia T. McOskey, CTP, Treasurer  
William J. Pauk, Finance/Project Manager  
Fred Haffty, Facility Manager



Document

CITY OF HAVERHILL

In Municipal Council

16B

Ordered:

That the following amounts be transferred from the accounts listed below:

Storm-water Salaries	\$15,000
Wastewater Capital Outlay	\$80,000

Into the accounts listed below:

Wastewater Sludge Disposal	\$95,000
----------------------------	----------



# Haverhill

Robert E. Ward, Deputy DPW Director  
Water/Wastewater Division  
Phone: 978-374-2382 Fax: 978-521-4083  
[rward@haverhillwater.com](mailto:rward@haverhillwater.com)

June 23, 2016

To: The Honorable James J. Fiorentini  
Mayor of Haverhill

From: Robert E. Ward  
Deputy DPW Director

Subject: Request to Transfer Funds to various Wastewater Expense Accounts

It is hereby respectfully requested that the amounts listed below be transferred to various Wastewater Expense Accounts.

Wastewater Expense Account to be Transferred from:	Line Item	Amount	Wastewater Expense Account to be Transferred to:	Line Item
Stormwater Salaries	6010040.1.0443.5110	\$15,000	Sludge Disposal	6010040.1.0442.5291
Wastewater Capital Outlay	6010040.1.0444.5831	\$80,000	Sludge Disposal	6010040.1.0442.5291

Stormwater Salaries funds are available because in that the City anticipated that the new MS4 (Stormwater Regulations) would take effect in FY16, but these regulations will now take effect the FY17 Budget.

Wastewater Capital Outlay funds are available in that a number of project have been delayed to Fiscal 17.

Please call me at extension 2382 or email [rward@haverhillwater.com](mailto:rward@haverhillwater.com) if you need additional information.

Cc: John A. Michitson, City Council President  
and Member of the City Council  
Michael Stankovich, DPW Director  
Charles Benevento, Finance Director  
Alicia T. McOsker, CTP, Treasurer  
William J. Pauk, Finance/Project Manager  
Fred Haffty, Facility Manager



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

THAT the city transfer \$60,000.00 from *FY16 Police Salary* to *Police Expense-Vehicle Replacement*:

16c



**HAVERHILL  
POLICE DEPARTMENT  
40 Bailey Blvd.  
Haverhill, Massachusetts 01830**

**Alan R. DeNaro  
Chief of Police**

**TEL. (978) 722-1502  
FAX. (978) 373-3981**

June 22, 2016

Mayor James J. Fiorentini  
Office of the Mayor  
4 Summer Street – Room 102  
Haverhill, MA 01830

Re: Transfer of monies

Dear Mayor Fiorentini:

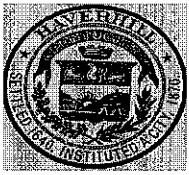
I am requesting to transfer \$60,000.00 from Police Salaries & Wages 1010000.1.0210.5110 to the following police expense account:

1010000.1.0210.5873 (Vehicle Replacement)	\$60,000.00
---	-------------

Should you require any additional information regarding this request I will be available to discuss it in executive session should you request.

Sincerely,

Alan R. DeNaro  
Chief of Police



Document

CITY OF HAVERHILL

In Municipal Council

16D

Ordered:

That the City transfer the sum of \$78,500 from the Capital Budget to the Capital projects as listed below:

Tilton School Repairs	\$50,000
City-Wide Building Repairs	\$28,500

:





JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
PHONE 978-374-2300  
FAX 978-373-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

June 24, 2016

City Council President John A. Michitson and  
Members of the Haverhill City Council

RE: Transfer

Dear Mr. President and Members of the Haverhill City Council:

Attached please find a transfer order for \$78,500 to be transferred from the Capital Budget account to the Capital Projects listed. The \$50,000 transfer will match the Dr. Maddox Family Foundation grant of \$50,000 and will be used towards infrastructure upgrades at the Tilton School. The \$28,500 transfer will be used to install Wi-Fi throughout City Hall.

The order is attached and I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

16 E

**ORDERED:**

**An Order Relating to Water and Wastewater Rates**

That Document #88 of June 30, 2015, (An Order relating to water and wastewater rates) be and is hereby deleted in its entirety and the following inserted in place thereof:

**RATES FOR WATER AND WASTEWATER  
EFFECTIVE JULY 1, 2016**

The City Council of the City of Haverhill hereby establishes the wastewater user rate shall be \$4.29 per hundred cubic feet and the water user rate shall be \$2.78 per hundred cubic feet.

Those persons that qualify pursuant to M.G.L. Chapter 59, Section 5, Clause 41C, as adopted by the City from time to time, shall receive a fifteen (15) percent discount on the above rates.



DOCUMENT 88

CITY OF HAVERHILL

In Municipal Council June 30 2015

Back-up  
water

ORDERED:

An Order Relating to Water and Wastewater Rates

That Document #69 of June 12, 2012, (An Order relating to water and wastewater rates) be and is hereby deleted in its entirety and the following inserted in place thereof:

RATES FOR WATER AND WASTEWATER  
EFFECTIVE JULY 1, 2015

The City Council of the City of Haverhill hereby establishes the wastewater user rate shall be \$4.12 per hundred cubic feet and the water user rate shall be \$2.78 per hundred cubic feet.

Those persons that qualify pursuant to M.G.L. Chapter 59, Section 5, Clause 41C, as adopted by the City from time to time, shall receive a fifteen (15) percent discount on the above rates.

PASSED

Attest:

City Clerk

APPROVED:

Mayor



# Haverhill

Robert E. Ward, Deputy DPW Director  
Water/Wastewater Division  
Phone: 978-374-2382 Fax: 978-521-4083  
rward@haverhillwater.com

*related  
comm*

Date: June 3, 2016

To: John A. Michitson, City Council President  
and Members of the City Council

From: Robert E. Ward *RE*  
Deputy DPW Director

Subject: Proposed City Council Order for Water and Wastewater User Rates

Enclosed is a proposed City Council Order establishing the water and wastewater user rates for the FY 2017 budget. A copy of the current Orders is also attached for your reference.

These rates are necessary to meet revenue requirements to operate the Water and Wastewater Divisions. Please note the water rate is not changing for FY17.

I will attend the June 7<sup>th</sup> meeting to provide a brief presentation and answer questions.

If you need additional information, please call me at extension 2382.

Enclosures

Cc: The Honorable James J. Fiorentini  
Mayor of Haverhill  
Michael Stankovich, Director of Public Works  
William Cox, City Solicitor  
Charles Benevento, Auditor/ Finance Director  
Alicia T. McOsker, CTP, Treasurer  
William Pauk, Finance/Project Manager



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**Authorization  
of the Municipal Open Space Management Revolving Fund**

**WHEREAS**, Section 53E½ of chapter 44 of the General Laws authorizes cities and towns to establish departmental revolving funds subject to certain budgetary restrictions; and,

**WHEREAS**, such reimbursement funds were not used in calculating the tax levy for fiscal year 2017; and,

**THEREFORE**, the Haverhill City Council hereby authorizes the establishment of a revolving fund for the **Municipal Open Space Management Revolving Fund** with an annual budget of **\$100,000**, under the provisions of section 53E½ of chapter 44 of the General Laws, subject to the following conditions:

1. All fees, dues, and payments for received in connection with the activities of the Municipal Open Space Management shall be deposited into the Municipal Open Space Management Revolving Fund, and shall be used for the purposes and activities of the Municipal Open Space Management, and may be expended without further appropriation.
2. The fund balance at year-end carries forward to the next fiscal year if reauthorized. If not, the fund balance closes to the General Fund unless it is transferred to another departmental revolving fund.
3. Expenditures from the Municipal Open Space Management Revolving Fund shall be authorized by the Forest Management Committee and shall not exceed the available balance in the fund.
4. The Forest Management Committee shall provide a report including all receipts and expenditures of this fund to the Mayor on a quarterly basis and to the City Council on an annual basis in accordance with the provisions of section 53E½ of chapter 44 of the General Laws;
5. No expenditure may be made from such revolving funds for the purposes of paying any full or part-time employee's wages or salaries unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid;
6. This revolving fund requires authorization for each ensuing fiscal year.
7. This fund is hereby authorized until June 30, 2017.

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2015-2016

Month: May  
Year: 2016  
Fund Type: Chapter 44 Section ☐ FY End Report ☐ Include Cash Balance

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$28,600.22	\$138,955.25	(\$139,476.62)	\$0.00	\$28,078.85
2302663	Skating Rink Revolving	\$61,928.76	\$292,495.50	(\$285,272.10)	\$0.00	\$69,152.16
2302666	Citizen Center Revolving	\$365.63	\$12,557.77	(\$13,924.12)	\$0.00	(\$1,000.72)
2302667	Council on Aging Revolving	\$15,803.62	\$28,274.50	(\$40,149.96)	\$0.00	\$3,928.16
2302670	Wood School Day Care Revolving Fund	\$21,197.94	\$73,945.50	(\$73,276.25)	\$0.00	\$21,867.19
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$29,050.29	\$24,081.75	(\$3,445.00)	\$0.00	\$49,687.04
Grand Total:		\$156,946.46	\$570,310.27	(\$555,544.05)	\$0.00	\$171,712.68

End of Report

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2014-2015

Month: June  
Year: 2016  
Fund Type: Chapter 44 Section ☐ Include Cash Balance  
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$24,187.78	\$146,882.00	(\$142,469.56)	\$0.00	\$28,600.22
2302663	Skating Rink Revolving	\$85,499.48	\$311,324.00	(\$344,894.72)	\$0.00	\$61,928.76
2302666	Citizen Center Revolving	\$288.67	\$11,113.32	(\$11,036.36)	\$0.00	\$365.63
2302667	Council on Aging Revolving	\$23,028.73	\$27,999.84	(\$35,224.95)	\$0.00	\$15,803.62
2302670	Wood School Day Care Revolving Fund	\$41,749.73	\$71,375.20	(\$91,926.99)	\$0.00	\$21,197.94
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302672	Crowell School Day Care Revolving Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$7,372.60	\$38,754.94	(\$17,077.25)	\$0.00	\$29,050.29
Grand Total:		\$192,126.99	\$607,449.30	(\$642,629.83)	\$0.00	\$156,946.46

End of Report



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**Authorization  
of the Wood School Daycare Revolving Fund**

**WHEREAS,** Section 53E½ of chapter 44 of the General Laws authorizes cities and towns to establish departmental revolving funds subject to certain budgetary restrictions; and,

**WHEREAS,** such reimbursement funds were not used in calculating the tax levy for fiscal year 2017; and,

**THEREFORE,** the Haverhill City Council hereby authorizes the establishment of a revolving fund for the Wood School Daycare with an annual budget of **\$100,000**, under the provisions of section 53E½ of chapter 44 of the General Laws, subject to the following conditions:

1. All fees, dues, and payments for received in connection with the activities of the Wood School Daycare shall be deposited into the Wood School Daycare Revolving Fund, and shall be used for the purposes and activities of the Wood School Daycare, and may be expended without further appropriation.
2. The fund balance at year-end carries forward to the next fiscal year if reauthorized. If not, the fund balance closes to the General Fund unless it is transferred to another departmental revolving fund.
3. Expenditures from the Wood School Daycare Revolving Fund shall be authorized by the Director of the Human Services and shall not exceed the available balance in the fund.
4. The Director of the Human Services shall provide a report including all receipts and expenditures of this fund to the Mayor on a quarterly basis and to the City Council on an annual basis in accordance with the provisions of section 53E½ of chapter 44 of the General Laws;
5. No expenditure may be made from such revolving funds for the purposes of paying any full or part-time employee's wages or salaries unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid;
6. This revolving fund requires authorization for each ensuing fiscal year.
7. This fund is hereby authorized until June 30, 2017.



# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2015-2016

Month: May  
Year: 2016  
Fund Type: Chapter 44 Section  
☐ Include Cash Balance  
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$28,600.22	\$138,955.25	(\$139,476.62)	\$0.00	\$28,078.85
2302663	Skating Rink Revolving	\$61,928.76	\$292,495.50	(\$285,272.10)	\$0.00	\$69,152.16
2302666	Citizen Center Revolving	\$365.63	\$12,557.77	(\$13,924.12)	\$0.00	(\$1,000.72)
2302667	Council on Aging Revolving	\$15,803.62	\$28,274.50	(\$40,149.96)	\$0.00	\$3,928.16
2302670	Wood School Day Care Revolving Fund	\$21,197.94	\$73,945.50	(\$73,276.25)	\$0.00	\$21,867.19
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$29,050.29	\$24,081.75	(\$3,445.00)	\$0.00	\$49,687.04
Grand Total:		\$156,946.46	\$570,310.27	(\$555,544.05)	\$0.00	\$171,712.68

End of Report

# City of Haverhill Massachusetts

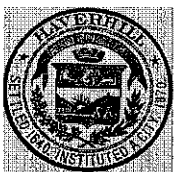
## Fund Balances

Fiscal Year: 2014-2015

Month: June  
Year: 2016  
Fund Type: Chapter 44 Section  
☐ Include Cash Balance  
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$24,187.78	\$146,882.00	(\$142,469.56)	\$0.00	\$28,600.22
2302663	Skating Rink Revolving	\$65,499.48	\$311,324.00	(\$344,894.72)	\$0.00	\$61,928.76
2302666	Citizen Center Revolving	\$288.67	\$11,113.32	(\$11,036.36)	\$0.00	\$365.63
2302667	Council on Aging Revolving	\$23,028.73	\$27,999.84	(\$35,224.95)	\$0.00	\$15,803.62
2302670	Wood School Day Care Revolving Fund	\$41,749.73	\$71,375.20	(\$91,926.99)	\$0.00	\$21,197.94
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302672	Crowell School Day Care Revolving Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$7,372.80	\$38,754.94	(\$17,077.25)	\$0.00	\$29,050.29
Grand Total:		\$192,126.99	\$607,449.30	(\$642,629.83)	\$0.00	\$156,946.46

End of Report



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## CITY OF HAVERHILL

In Municipal Council

ORDERED:

### **Authorization of the Council on Aging Activities Account Revolving Fund**

**WHEREAS,** Section 53E½ of chapter 44 of the General Laws authorizes cities and towns to establish departmental revolving funds subject to certain budgetary restrictions; and,

**WHEREAS,** such reimbursement funds were not used in calculating the tax levy for fiscal year 2017; and,

**THEREFORE,** the Haverhill City Council hereby authorizes the establishment of a revolving fund for the Council on Aging Activities Account with an annual budget of **\$50,000**, under the provisions of section 53E½ of chapter 44 of the General Laws, subject to the following conditions:

1. All fees, dues, and payments for received in connection with the activities of the Council on Aging Activities shall be deposited into the Council on Aging Activities Revolving Fund, and shall be used for the purposes and activities of the Council on Aging, and may be expended without further appropriation.
2. The fund balance at year-end carries forward to the next fiscal year if reauthorized. If not, the fund balance closes to the General Fund unless it is transferred to another departmental revolving fund.
3. Expenditures from the Council on Aging Activities Revolving Fund shall be authorized by the Director of the Council on Aging, and shall not exceed the available balance in the fund.
4. The Director of the Council on Aging shall provide a report including all receipts and expenditures of this fund to the Mayor on a quarterly basis and to the City Council on an annual basis in accordance with the provisions of section 53E½ of chapter 44 of the General Laws;
5. No expenditure may be made from such revolving funds for the purposes of paying any full or part-time employee's wages or salaries unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid;
6. This revolving fund requires authorization for each ensuing fiscal year.
7. This fund is hereby authorized until June 30, 2017.

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2015-2016

Month: May  
Year: 2016  
Fund Type: Chapter 44 Section  
☐ Include Cash Balance  
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$28,600.22	\$138,955.25	(\$139,476.62)	\$0.00	\$28,078.85
2302663	Skating Rink Revolving	\$61,928.76	\$292,495.50	(\$285,272.10)	\$0.00	\$69,152.16
2302666	Citizen Center Revolving	\$365.63	\$12,567.77	(\$13,924.12)	\$0.00	(\$1,000.72)
2302667	Council on Aging Revolving	\$15,803.62	\$28,274.50	(\$40,149.96)	\$0.00	\$3,928.16
2302670	Wood School Day Care Revolving Fund	\$21,197.94	\$73,945.50	(\$73,276.25)	\$0.00	\$21,867.19
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$29,050.29	\$24,081.75	(\$3,445.00)	\$0.00	\$49,687.04
Grand Total:		\$156,946.46	\$570,310.27	(\$555,544.05)	\$0.00	\$171,712.68

End of Report

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2014-2015

Month: June  
Year: 2016  
Fund Type: Chapter 44 Section ☐ FY End Report ☐ Include Cash Balance

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$24,187.78	\$146,882.00	(\$142,469.56)	\$0.00	\$28,600.22
2302663	Skating Rink Revolving	\$95,499.48	\$311,324.00	(\$344,894.72)	\$0.00	\$61,928.76
2302666	Citizen Center Revolving	\$288.67	\$11,113.32	(\$11,036.36)	\$0.00	\$365.63
2302667	Council on Aging Revolving	\$23,028.73	\$27,999.84	(\$35,224.95)	\$0.00	\$15,803.62
2302670	Wood School Day Care Revolving Fund	\$41,749.73	\$71,375.20	(\$91,926.99)	\$0.00	\$21,197.94
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302672	Crowell School Day Care Revolving Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$7,372.60	\$38,754.94	(\$17,077.25)	\$0.00	\$29,050.29
Grand Total:		\$192,126.99	\$607,449.30	(\$642,629.83)	\$0.00	\$156,946.46

End of Report



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**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**Authorization  
of the Citizen Center Rental Account Revolving Fund**

**WHEREAS,** Section 53E½ of chapter 44 of the General Laws authorizes cities and towns to establish departmental revolving funds subject to certain budgetary restrictions; and,

**WHEREAS,** such reimbursement funds were not used in calculating the tax levy for fiscal year 2017; and,

**THEREFORE,** the Haverhill City Council hereby authorizes the establishment of a revolving fund for the Citizen Center Rental Account with an annual budget of **\$25,000** under the provisions of section 53E½ of chapter 44 of the General Laws, subject to the following conditions:

1. All fees, dues, and payments for received in connection with the activities of the Citizen Center shall be deposited into the Citizen Center Rental Revolving Fund, and shall be used for the purposes and activities of the Citizen Center, and may be expended without further appropriation.
2. The fund balance at year-end carries forward to the next fiscal year if reauthorized. If not, the fund balance closes to the General Fund unless it is transferred to another departmental revolving fund.
3. Expenditures from the Citizen Center Rental Revolving Fund shall be authorized by the Director of Human Services, and shall not exceed the available balance in the fund.
4. The Director of Human Services shall provide a report including all receipts and expenditures of this fund to the Mayor on a quarterly basis and to the City Council on an annual basis in accordance with the provisions of section 53E½ of chapter 44 of the General Laws;
5. No expenditure may be made from such revolving funds for the purposes of paying any full or part-time employee's wages or salaries unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid;
6. This revolving fund requires authorization for each ensuing fiscal year.
7. This fund is hereby authorized until June 30, 2017.

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2015-2016

Month: May  
Year: 2016  
Fund Type: Chapter 44 Section  
☐ Include Cash Balance  
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$28,600.22	\$138,955.25	(\$139,476.62)	\$0.00	\$28,078.85
2302663	Skating Rink Revolving	\$61,928.76	\$292,495.50	(\$285,272.10)	\$0.00	\$69,152.16
2302666	Citizen Center Revolving	\$365.63	\$12,557.77	(\$13,924.12)	\$0.00	(\$1,000.72)
2302667	Council on Aging Revolving	\$15,803.62	\$28,274.50	(\$40,149.96)	\$0.00	\$3,928.16
2302670	Wood School Day Care Revolving Fund	\$21,197.94	\$73,945.50	(\$73,276.25)	\$0.00	\$21,867.19
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$29,050.29	\$24,081.75	(\$3,445.00)	\$0.00	\$49,687.04
Grand Total:		\$156,946.46	\$570,310.27	(\$555,544.05)	\$0.00	\$171,712.68

End of Report

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2014-2015

Month: June  
Year: 2016  
Fund Type: Chapter 44 Section ☐ Include Cash Balance  
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$24,187.78	\$146,882.00	(\$142,469.56)	\$0.00	\$28,600.22
2302663	Skating Rink Revolving	\$95,499.48	\$311,324.00	(\$344,894.72)	\$0.00	\$61,928.76
2302666	Citizen Center Revolving	\$288.67	\$11,113.32	(\$11,036.36)	\$0.00	\$365.63
2302667	Council on Aging Revolving	\$23,028.73	\$27,999.84	(\$35,224.95)	\$0.00	\$15,803.62
2302670	Wood School Day Care Revolving Fund	\$41,749.73	\$71,375.20	(\$91,926.99)	\$0.00	\$21,197.94
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302672	Crowell School Day Care Revolving Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$7,372.60	\$38,754.94	(\$17,077.25)	\$0.00	\$29,050.29
Grand Total:		\$192,126.99	\$607,449.30	(\$642,629.83)	\$0.00	\$156,946.46

End of Report





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**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**Authorization  
of the Veteran's Memorial Skating Rink Revolving Fund**

**WHEREAS,** Section 53E1/2 of chapter 44 of the General Laws authorizes cities and towns to establish departmental revolving funds subject to certain budgetary restrictions; and,

**WHEREAS,** such reimbursement funds were not used in calculating the tax levy for fiscal year 2017; and,

**THEREFORE,** the Haverhill City Council hereby authorizes the establishment of a revolving fund for the Veteran's Memorial Skating Rink Division with an annual budget of **\$456,000**, under the provisions of section 53E1/2 of chapter 44 of the General Laws, subject to the following conditions:

1. All fees, dues, and payments for received in connection with the activities of the Division of the Veteran's Memorial Skating Rink shall be deposited into the Veteran's Memorial Skating Rink Revolving Fund, and shall be used for the purposed and activities of the Division of the Veteran's Memorial Skating Rink, and may be expended without further appropriation.
2. The fund balance at year-end carries forward to the next fiscal year if reauthorized. If not, the fund balance closes to the General Fund unless it is transferred to another departmental revolving fund.
3. Expenditures from the Veteran's Memorial Skating Rink Revolving Fund shall be authorized by the Director of the Veteran's Memorial Skating Rink, and shall not exceed the available balance in the fund.
4. The Director of the Veteran's Memorial Skating Rink shall provide a report including all receipts and expenditures of this fund to the Mayor on a quarterly basis and to the City Council on an annual basis in accordance with the provisions of section 53E1/2 of chapter 44 of the General Laws;
5. No expenditure may be made from such revolving funds for the purposes of paying any full or part-time employee's wages or salaries unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid;
6. This revolving fund requires authorization for each ensuring fiscal year.
7. This fund is hereby authorized until June 30, 2017.

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2015-2016

Month: May  
Year: 2016  
Fund Type: Chapter 44 Section ☐ FY End Report ☐ Include Cash Balance

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$28,600.22	\$138,955.25	(\$139,476.62)	\$0.00	\$28,078.85
2302663	Skating Rink Revolving	\$61,928.76	\$292,495.50	(\$285,272.10)	\$0.00	\$69,152.16
2302666	Citizen Center Revolving	\$365.63	\$12,557.77	(\$13,924.12)	\$0.00	(\$1,000.72)
2302667	Council on Aging Revolving	\$15,803.62	\$28,274.50	(\$40,149.96)	\$0.00	\$3,928.16
2302670	Wood School Day Care Revolving Fund	\$21,197.94	\$73,945.50	(\$73,276.25)	\$0.00	\$21,867.19
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$29,050.29	\$24,081.75	(\$3,445.00)	\$0.00	\$49,687.04
Grand Total:		\$156,946.46	\$570,310.27	(\$555,544.05)	\$0.00	\$171,712.68

End of Report

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2014-2015

Month: June  
Year: 2016  
Fund Type: Chapter 44 Section  
☐ Include Cash Balance  
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$24,187.78	\$146,882.00	(\$142,469.56)	\$0.00	\$28,600.22
2302663	Skating Rink Revolving	\$95,499.48	\$311,324.00	(\$344,894.72)	\$0.00	\$61,928.76
2302668	Citizen Center Revolving	\$288.67	\$11,113.32	(\$11,036.36)	\$0.00	\$365.63
2302667	Council on Aging Revolving	\$23,028.73	\$27,999.84	(\$35,224.95)	\$0.00	\$15,803.62
2302670	Wood School Day Care Revolving Fund	\$41,749.73	\$71,375.20	(\$91,926.99)	\$0.00	\$21,197.94
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302672	Crowell School Day Care Revolving Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$7,372.60	\$38,754.94	(\$17,077.25)	\$0.00	\$29,050.29
Grand Total:		\$192,126.99	\$607,449.30	(\$642,629.83)	\$0.00	\$156,946.46

End of Report



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## CITY OF HAVERHILL

In Municipal Council

ORDERED:

### **Authorization of the Recreation and Parks Revolving Fund**

**WHEREAS**, Section 53E1/2 of chapter 44 of the General Laws authorizes cities and towns to establish departmental revolving funds subject to certain budgetary restrictions; and,

**WHEREAS**, such reimbursement funds were not used in calculating the tax levy for fiscal year 2017; and,

**THEREFORE**, the Haverhill City Council hereby authorizes the establishment of a revolving fund for the Recreation and Parks Division with an annual budget of **\$175,000**, under the provisions of section 53E1/2 of chapter 44 of the General Laws, subject to the following conditions:

1. All fees, dues, and payments for received in connection with the activities of the Division of Recreation and Parks shall be deposited into the Recreation and Parks Revolving Fund, and shall be used for the purposed and activities of the Division of Recreation and Parks, and may be expended without further appropriation.
2. The fund balance at year-end carries forward to the next fiscal year if reauthorized. If not, the fund balance closes to the General Fund unless it is transferred to another departmental revolving fund.
3. Expenditures from the Recreation and Parks Revolving Fund shall be authorized by the Director of Recreation and Parks and shall not exceed the available balance in the fund.
4. The Director of Recreation and Parks shall provide a report including all receipts and expenditures of this fund to the Mayor on a quarterly basis and to the City Council on an annual basis in accordance with the provisions of section 53E1/2 of chapter 44 of the General Laws;
5. No expenditure may be made from such revolving funds for the purposes of paying any full or part-time employee's wages or salaries unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid.
6. This revolving fund requires authorization for each ensuring fiscal year.
7. This fund is hereby authorized until June 30, 2017.

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2015-2016

Month: May  
Year: 2016  
Fund Type: Chapter 44 Section ☐ FY End Report ☐ Include Cash Balance

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$28,600.22	\$138,955.25	(\$139,476.62)	\$0.00	\$28,078.85
2302663	Skating Rink Revolving	\$61,928.76	\$292,495.50	(\$285,272.10)	\$0.00	\$69,152.16
2302666	Citizen Center Revolving	\$365.63	\$12,557.77	(\$13,924.12)	\$0.00	(\$1,000.72)
2302667	Council on Aging Revolving	\$15,803.62	\$28,274.50	(\$40,149.96)	\$0.00	\$3,928.16
2302670	Wood School Day Care Revolving Fund	\$21,197.94	\$73,945.50	(\$73,276.25)	\$0.00	\$21,867.19
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$29,050.29	\$24,081.75	(\$3,445.00)	\$0.00	\$49,687.04

Grand Total:

\$156,946.46 \$570,310.27 (\$655,544.05) \$0.00 \$171,712.68

End of Report

# City of Haverhill Massachusetts

## Fund Balances

Fiscal Year: 2014-2015

Month: June  
Year: 2016  
Fund Type: Chapter 44 Section  
☐ Include Cash Balance  
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
2302662	Recreation/Parks Revolving	\$24,187.78	\$146,882.00	(\$142,489.56)	\$0.00	\$28,600.22
2302663	Skating Rink Revolving	\$95,499.48	\$311,324.00	(\$344,894.72)	\$0.00	\$61,928.76
2302666	Citizen Center Revolving	\$288.67	\$11,113.32	(\$11,036.36)	\$0.00	\$365.63
2302667	Council on Aging Revolving	\$23,028.73	\$27,999.84	(\$35,224.95)	\$0.00	\$15,803.62
2302670	Wood School Day Care Revolving Fund	\$41,749.73	\$71,375.20	(\$91,926.99)	\$0.00	\$21,197.94
2302671	Parking Commission Revolving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302672	Crowell School Day Care Revolving Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2302673	Municipal Open Space Management	\$7,372.60	\$38,754.94	(\$17,077.25)	\$0.00	\$29,050.29
Grand Total:		\$192,126.99	\$607,449.30	(\$642,629.83)	\$0.00	\$156,946.46

End of Report



Document

CITY OF HAVERHILL

In Municipal Council

17.1  
file 10 days

ORDERED: That the City appropriates Three Hundred Fifty Thousand Dollars (\$350,000) to pay costs of making various repairs to the police station, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(34) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 444 of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

Loan order

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
PHONE 978-374-2300  
FAX 978-373-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

June 24, 2016

City Council President John A. Michitson and  
Members of the Haverhill City Council

RE: Loan Orders

Dear Mr. President and Members of the Haverhill City Council:

I submit the following orders as part of our long term capital improvement plan. This needs to be filed for 10 days.

I recommend approval

Very truly yours,

James J. Fiorentini, Mayor  
JJF/ah





Document

CITY OF HAVERHILL

In Municipal Council

17.2

file  
19 days

ORDERED: That the City appropriates Four Hundred Twenty Thousand Dollars (\$420,000) to pay costs of purchasing and equipping a fire truck, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(9) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

loan order



Document

CITY OF HAVERHILL

In Municipal Council

17,3

File  
10  
days

Lean Order

ORDERED: That the City appropriates One Hundred Ninety-Five Thousand Dollars (\$195,000) to pay costs of purchasing and equipping an aerial bucket truck for the use of the Department of Public Works, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(9) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 444 of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.



Document  
CITY OF HAVERHILL  
In Municipal Council

17.9  
file 10 days

ORDERED: That the City appropriates One Hundred Fifty Thousand Dollars (\$150,000) to pay costs of making various repairs to the dog pound, or in the alternative, replacing the dog pound, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(3) and/or Section 7(34) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 444 of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

19-5  
**CITY COUNCIL**

JOHN A. MICHITSON  
PRESIDENT  
MELINDA E. BARRETT  
VICE PRESIDENT  
ANDRES X. VARGAS  
MICHAEL S. MCGONAGLE  
JOSEPH J. BEVILACQUA  
COLIN F. LEPAGE  
MARY ELLEN DALY O'BRIEN  
WILLIAM J. MACEK  
THOMAS J. SULLIVAN

19-J



18.11

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**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

June 9, 2016

TO: Mr. President and Members of the City Council:

Councillor Michael McGonagle would like to submit the recommendations of the Traffic & Safety Committee held on June 1, 2016.

  
City Councillor Michael McGonagle

IN CITY COUNCILS: June 21 2016

POSTPONE TO JUNE 28 2016

Attest:

\_\_\_\_\_  
City Clerk



**HAVERHILL  
POLICE DEPARTMENT**

**Alan R. DeNaro**  
Chief of Police

**40 Bailey Blvd.  
Haverhill, Massachusetts 01830**

**TEL. (978) 722-1502  
FAX. (978) 373-3981**

June 6, 2016

Council President John Michitson  
Members of the Haverhill City Council  
4 Summer Street – Room 204  
Haverhill, MA 01830

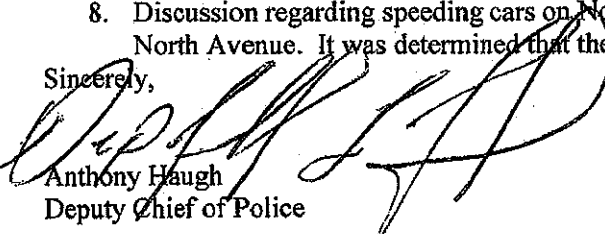
Re: Traffic & Safety Committee Meeting – June 1, 2016

Dear President Michitson & Councilors:

The Traffic and Safety Committee held a meeting on Wednesday, June 1, 2016. During the meeting it was determined that the following recommendations would be made to the City Council for consideration.

1. Discussion regarding traffic improvements at So. Elm, So. Prospect and So. Pleasant Streets. After a lengthy discussion it was determined that the Police will continue with enforcement. It is also recommended that a no parking from the corner of So. Prospect extension across the front of 119 South Elm Street ordinance be created. It should be noted that a design for this intersection has been done, but is not funded by the City.
2. Discussion regarding Jordan Street. It was noted that the City is still waiting to hear from the State regarding a truck exclusion.
3. Discussion regarding a request to have Burnham Street made one way coming in from Groveland Street. Also requesting to have a 'Do Not Enter' sign from Lincoln Avenue onto Burnham Street with the entrance closed up to a normal size street exit. After discussion it was determined that the recommendation is to not make any streets one way until a study is done of the entire area. City Engineer John Pettis is in talks with Burger King with reference to close up the entrance of Burnham Street to a normal size street entrance/exit.
4. Discussion regarding the request for a cross walk sign in front of 143 Essex Street. After a discussion it was determined that the committee recommends the Highway Department put up some signs.
5. Discussion regarding the dangerous intersection of White/Charles Street. After discussion it was determined that this intersection should be left alone. It should also be noted that the proper signage is in place.
6. Discussion regarding a possible 4-way stop sign at South New and South Spring Streets. After discussion it was determined that this intersection should be left along and Officer Powell will call the highway department to post slow children signs.
7. Discussion regarding speeding traffic on Chadwick Road. After discussion it was determined that Officer Powell will put up one of the speed limit signs letting people know how fast they are going and will have the Highway Department put up some thickly settled area signs. The Police Department will also step up enforcement in the area. City Engineer John Pettis will also look into a truck exclusion.
8. Discussion regarding speeding cars on North Avenue. It was requested that the speed sign be put back up on North Avenue. It was determined that the speed signs will be placed as the department deems appropriate.

Sincerely,

  
Anthony Haugh  
Deputy Chief of Police

IN CITY COUNCIL: June 21 2016  
POSTPONE TO JUNE 28 2016

Attest

\_\_\_\_\_  
City Clerk

*61-Q*  
CITY COUNCIL



*18.2*

CITY HALL, ROOM 204  
4 SUMMER STREET  
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JOHN A. MICHETSON  
PRESIDENT  
MELINDA E. BARRETT  
VICE PRESIDENT  
ANDRES X. VARGAS  
MICHAEL S. MCGONAGLE  
JOSEPH J. BEVILACQUA  
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WILLIAM J. MACEK  
THOMAS J. SULLIVAN

CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-5843

June 16, 2016

TO: Mr. President and Members of the City Council

Councillor Joseph Bevilacqua requests a discussion regarding speeding and sidewalk needs on Boston Road.

*Joseph Bevilacqua*  
City Councillor Joseph Bevilacqua

IN CITY COUNCIL: June 21 2016

POSTPONE TO JUNE 28 2016

Attest:

\_\_\_\_\_  
City Clerk

61-R  
CITY COUNCIL

JOHN A. MICHITSON  
 PRESIDENT  
 MELINDA E. BARRETT  
 VICE PRESIDENT  
 ANDRES X. VARGAS  
 MICHAEL S. MCGONAGLE  
 JOSEPH J. BEVILACQUA  
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CITY OF HAVERHILL  
 HAVERHILL, MASSACHUSETTS 01830-5843

June 17, 2016

TO: Mr. President and Members of the City Council:

Councillor Joseph Bevilacqua would like to introduce Ron MacLeod to discuss traffic safety issues and concerns on city streets.

City Councillor Joseph Bevilacqua

IN CITY COUNCIL: June 21 2016  
 POSTPONED TO JUNE 28 2016  
 Attest:

\_\_\_\_\_  
 City Clerk

61-S  
CITY COUNCIL

JOHN A. MIGHTSON  
PRESIDENT  
MELINDA E. BARRETT  
VICE PRESIDENT  
ANDRES X. VARGAS  
MICHAEL S. MCGONAGLE  
JOSEPH J. BEVILACQUA  
COLIN F. LEPAGE  
MARY ELLEN DALY O'BRIEN  
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CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-5843

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4 SUMMER STREET  
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www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

June 17, 2016

TO: Mr. President and Members of the City Council:

Councillor Joseph Bevilacqua would like to introduce Ron MacLeod to discuss public participation at council meetings.

*Joseph Bevilacqua*  
City Councillor Joseph Bevilacqua

IN CITY COUNCIL: June 21 2016

POSTPONE TO JUNE 28 2016

Attest:

\_\_\_\_\_  
City Clerk



**CITY COUNCIL**

JOHN A. MICHITSON

*PRESIDENT*

MELINDA E. BARRETT

*VICE PRESIDENT*

ANDRES X. VARGAS

MICHAEL S. MCGONAGLE

JOSEPH J. BEVILACQUA

COLIN F. LEPAGE

MARY ELLEN DALY O'BRIEN

WILLIAM J. MACEK

THOMAS J. SULLIVAN



2011

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[citycndl@cityofhaverhill.com](mailto:citycndl@cityofhaverhill.com)

**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

June 24, 2016

TO: Mr. President and Members of the City Council

Councillor Barrett requests a discussion about the solar project at Haverhill High School.

  
City Councillor Melinda Barrett

**CITY COUNCIL**

JOHN A. MICHITSON  
PRESIDENT  
MELINDA E. BARRETT  
VICE PRESIDENT  
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JOSEPH J. BEVILACQUA  
COLIN F. LEPAGE  
MARY ELLEN DALY O'BRIEN  
WILLIAM J. MACEK  
THOMAS J. SULLIVAN



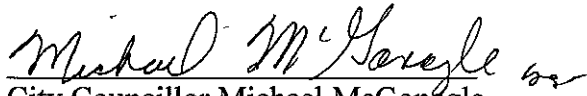
**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

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June 24, 2016

TO: Mr. President and Members of the City Council

Councillor Michael McGonagle requests the removal of 2 handicap parking spaces at Swasey Street as they are no longer needed.

  
City Councillor Michael McGonagle

Name of Street Location	Regulation	Hours/Days
From 170 feet east of Main Street east for 306 feet, except for 20 feet adjacent to a fire hydrant, south side	Time limited: 30 minutes	9:00 a.m. to 6:00 p.m., except 9:00 a.m. to 9:00 p.m. Fridays and days prior to legal holidays
South side, from the intersection of Main Street to the intersection with Stage Street [Added 11-30-1999 by Doc. 24-Q]	Time limited: 2 hours	24 hours
From Green Street east for 20 feet, south side [Added 6-11-1985 by Doc. 29-F]	No parking	—
From 20 feet east of Green Street east for 46 feet, south side [Added 6-11-1985 by Doc. 29-F; amended 11-12-1985 by Doc. 29-FF]	Time limited: 30 minutes	8:00 a.m. to 5:00 p.m. Mon. through Sat. inclusive, except legal holidays
In front of 106 Summer Street, north side [Added 8-14-2001 by Doc. 8-J]	Time limited: 2 hours	7:00 a.m. to 9:00 p.m.
134 Summer Street [Added 7-27-1993 by Doc. 26-N; repealed 4-18-2006 by Doc. 34-E]		
Swasey Street [Added 1-7-1992 by Doc. 78-C]		
2 ½ Swasey Street [Repealed 7-26-2005 by Doc. 32-I]		
* Swasey Street (Gate to the Buttonwoods Day Health Center) [Added 8-28-2001 by Doc. 49-P]		
In front of 20 Swasey Street, except for 1 24-hour handicapped parking space at No. 20 Swasey Street [Added 7-8-2014 by Doc. 12L]	No parking	24 hours
* In front of gate to the Buttonwoods Day Health Center (except for 2 30-minute handicapped parking spaces at Swasey Street)	Time limited: 30 minutes	24 hours
Temple Street [Added 5-9-1989 by Doc. 9-J]		
3 Temple Street [Added 11-1-2005 by doc. 32-M; repealed 1-3-2012 by Doc. 101-B/11]		
In front of 12 Temple Street [Amended 4-2-1996 by Doc. 18-H; repealed 7-14-2015 by Doc. 52-I]		

## CITY COUNCIL

JOHN A. MICHITSON  
PRESIDENT  
MELINDA E. BARRETT  
VICE PRESIDENT  
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## CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

### DOCUMENTS REFERRED TO COMMITTEE STUDY

	Suspension of Rules to discuss unpermitted BnB's operating in City of Haverhill	A & F	10/20/15
6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	1/27/16 2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Play-ground	NRPP	2/23/16
6-Z	Communication from Council President Michitson requesting to introduce Ron MacLeod to discuss traffic & safety concerns and associated public safety resources	Public Safety	3/8/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16
51	Communication from Pres. Michitson requesting to submit petition from Burnham St. residents requesting Burnham St. be made one way coming in from Groveland St. onto Burnham	Public Safety	4/12/16
26E	City of Haverhill – Mayor's Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16
69	Communication from John Guerin, Chair, submitting findings & recommendations of Salary Survey Commission	A & F	6/7/16